CONTRACT FOR SERVICES

Between

the

State of Nebraska

Nebraska Department of Health and Human Services Finance and Support

and

HMO Nebraska, Inc.

This contract including all attachments, exhibits, appendices, and amendments ("Contract") is entered into between the Nebraska Department of Health and Human Services Finance and Support ("Department") and HMO Nebraska, Inc. ("Contractor").

Recitals

WHEREAS, The Managed Care Plan Act, codified at Neb. Rev. Stat. Sections 68-1048 through 68-1066 and 68-1030 through 68-1031, directs the Department to develop a managed care plan in conjunction with the Managed Care Commission; and

WHEREAS, Department developed the Nebraska Medicaid Managed Care Program ("NMMCP")), including a Primary Care Case Management Network ("PCCM"), to improve the health and wellness of Nebraska Medicaid clients by increasing their access to comprehensive health services in a cost effective manner adding expanded choices, providing greater coordination and continuity of care to provide better health outcomes; and

WHEREAS, NMMCP, including the PCCM, as part of the Nebraska Medical Assistance Program, operates under the federal authority of Title XIX of the Social Security Act ("Act"); and

WHEREAS, Contractor is appropriately licensed to do business in the State of Nebraska and is also engaged in the business of providing provider network development and administrative services, including but not limited to, utilization management, quality assurance and provider credentialling to entities which have health care benefit programs for NMMCP Clients; and

WHEREAS, Contractor is willing and able to provide the aforementioned services as the administrator for the PCCM Network of the NMMCP for eligible Clients and their eligible dependents enrolled in PCCM, and Department desires to contract with Contractor to provide such services, in such capacity.

NOW, THEREFORE, the parties do hereby agree as follows:

ARTICLE I

1.0 Definitions

1.1 Applicable Definitions: The following definitions apply to this NMMCP, though not all definitions may apply to this contract.

1.1.1 The term **"ADA"** means Americans with Disabilities Act of 1990 as amended, 42 U.S.C. 12101 et seq.

1.1.2 The term "**Auto-Assignment"** means the process by which a client, who does not select a Primary Care Physician (PCP) and Contractor within a predetermined length of time during enrollment activities, is automatically assigned to a PCP/Contractor. Commonly referred to as **"Assignment" or "Default Assignment".**

1.1.3 The term "**Capitation Fee"** means the fee paid, by the Department to a Health Maintenance Organization (HMO), on a monthly basis for each client enrolled with the Contractor. The fee covers all services required to be provided by the HMO to the client, regardless of whether the client receives services or not.

1.1.4 The term **"Choice"** means the client is free to choose a Primary Care Physician and Contractor from all available options within the NHC.

1.1.5 The term **"Client"** means any individual entitled to benefits, under Title XIX of the Social Security Act and under the Nebraska Medical Assistance Program (NMAP) as defined in the Nebraska Administrative Code, hereafter referred to as NAC.

1.1.6 The term **"Contract"** means this Contract between Department and Contractor.

1.1.7 The term **"Contract Year"** means the fiscal year commencing on the effective date of the Contract.

1.1.8 The term **"Covered Services"** means the Basic Benefits Package of services arranged under this Contract, pursuant to the Nebraska Administrative Code, and all other directives by the Department.

1.1.9 The term **"Cutoff"** means 5:00 p.m. Central Standard Time on the fourth working night before the end of the month. Data must be entered on the Department's computer system by this deadline in order for changes to be effective the first of the month.

1.1.10 The term **"Designated Coverage Areas"** means areas of the State in which clients are considered mandatory for participation in the NHC. For purposes of the Basic Benefits Package, the designated coverage areas shall include those mandatory clients whose eligibility assistance case is managed by

the Health and Human Services (HHS) Office, primarily in the Douglas and Sarpy Counties in the Eastern HHS District Office (commonly referred to as District 8), and in the Southeastern District Office, primarily in Lancaster County (commonly referred to as District 7).

1.1.11 The term **"Designated Specialty Care Physician"** means a specialty care physician who has enhanced functions for clients with special health care needs designated, upon review and concurrence, by the Primary Care Physician (PCP), the specialist and the Contractor. The designation of the specialty care physician allows for greater continuity of care between the PCP and specialty care physician, such as open referrals, shared PCP responsibilities, etc.

1.1.12 The term **"Disenrollment"** means removal of a client from the NHC.

1.1.13 The term **"Encounter Data"** means detailed claims information submitted by a capitated Contractor representing all services rendered to a client.

1.1.14 The term **"Enrollment"** means completion by the client of all requirements of the enrollment process in the designated coverage areas, including receiving information on managed care; completing the health assessment; and selecting a Primary Care Physician (PCP)/Plan. In some cases, if a client does not complete enrollment, s/he is Auto Assigned or Default Assigned to a PCP/Plan.

1.1.15 The term **"Enrollment Broker Services (EBS)"** means a contracted entity that is responsible for the following NHC functions: initial client marketing, education, and outreach; enrollment activities; health assessments; health services coordination; public health nursing: Helpline; client advocacy; and EBS satisfaction surveys.

1.1.16 The term **"Enrollment Month"** means the month of enrollment for a client that is effective the first of a month through the end of the month.

1.1.17 The term **"Enrollment Report"** means a data file provided by the Department to the Contractor that lists all clients enrolled in the Contractor and disenrolled for the enrollment month. The enrollment report is used as the basis for the monthly the PCCM administrative PMPM and PCP case management PMPM payments.

1.1.18 The term **"Emergency Services"** means covered inpatient and outpatient services that are furnished by a qualified Medicaid provider and are needed to evaluate or stabilize an emergency medical condition.

1.1.19 The term **"Emergency Medical Condition"** means a medical or behavioral condition, the onset of which is sudden, that manifests itself by symptoms of sufficient severity, including, but not limited to, severe pain, that a prudent layperson, possessing an average knowledge of medicine and health, could reasonably expect the absence of immediate medical attention to result in:

(a) Placing the health of the person afflicted with such condition in serious jeopardy or, in the case of a behavioral condition, placing the health of such person or others in serious jeopardy;

(b) Serious impairment to such person's bodily functions;

(c) Serious impairment of any bodily organ or part of such person; or

(d) Serious disfigurement of such person.

1.1.20 The term **"Family Planning Services"** means services to prevent or delay pregnancy, including counseling services and patient education, examination and treatment by medical professionals, laboratory examinations and tests, medically approved methods, procedures, pharmaceutical supplies and devices to prevent conception as set forth in Attachment C. This includes tubal ligations and vasectomies. Treatment for sexually transmitted diseases (STD) pursuant to this contract shall be reimbursed by the Contractors in the same manner as family planning services, without referral or authorizations by the Primary Care Physician(PCP)/Contractor. This shall not include hysterectomies or other procedures performed for a medical reason, such as removal of an intrauterine device due to infection, or abortions.

1.1.21 The term **"Fee-for-Service"** means payment of a fee by the Nebraska Medical Assistance Program (NMAP) for each service provided to a client who is not enrolled in the NHC, or who is enrolled in the NHC but who meets certain programmatic exceptions.

1.1.22 The term **"Fiscal Year"** means the period used by the Department for accounting purposes, which begins July 1 and ends June 30 of the following calendar year.

1.1.23 The term **"HCFA"** means the Health Care Financing Administration, a division within the federal Department of Health and Human Services.

1.1.24 The term **"HHS"** means the Department of Health and Human Services. Specifically, for this contract, the Department of Health and Human Services-Finance and Support, referred to as the Department.

1.1.25 The term **"Health Maintenance Organization (HMO)"** means an HMO with a Certificate of Authority (COA) to do business in Nebraska that has contracted with the Department under the NHC. The HMO is a risk-based or capitated model of managed care. Other managed care models, e.g., Preferred Provider Organization, Provider Sponsored Organization, etc., meeting the financial requirements of an HMO, may also meet the definition of an HMO under the NHC. These other managed care models may be required to obtain a COA from the Department of Insurance, or may partner with a carrier who holds a COA. The HMO is not part of this contract, but is addressed under a separate contract.

1.1.26 The term **"Interim PCP"** means a Primary Care Physician (PCP) designated by the Contractor when the client's chosen or assigned PCP is not available, and shall only be applicable until the client requests a different PCP. The duration of an "interim PCP" is only until a change is activated, effective with the first month possible given system cutoff.

1.1.27 The term **"Integrated Health Organization (IHO)"** means a formal arrangement of existing organizations, legally bound by contract, merger, or other type of arrangement, composed of various health care providers with membership possibly extending to human service professionals and/or insurers. Each existing organization within the network dedicates resources, and carries out collaborative functions and services according to a specified plan of action. The IHO may be a risk-based or fee-for-service model, and may provide the Basic Benefits Package and/or the Mental Health/Substance Abuse (MH/SA) Package of services.

1.1.28 The term **"Lock-In"** means a method used by the Department to limit the medical services of a client who has been determined to be abusing or overutilizing services provided by the Nebraska Medical Assistance Program (NMAP) without infringing on the client's choice of a provider.

1.1.29 The term **"Managed Care File"** means the Department's automated file, containing client and provider information, created to support the NHC.

1.1.30 The term **"Medical Necessity"** means health care services and supplies which are medically appropriate and -

1. Necessary to meet the basic health needs of the client;
2. Rendered in the most cost-efficient manner and type of setting appropriate for the delivery of the covered service;
3. Consistent in type, frequency, duration of treatment with scientifically based guidelines of national medical, research, or health care coverage organizations or governmental agencies;
4. Consistent with the diagnosis of the condition;
5. Required for means other than convenience of the client or his or her physician;
6. No more intrusive or restrictive than necessary to provide a proper balance of safety, effectiveness, and efficiency;
7. Of demonstrated value; and
8. No more intense level of service than can be safely provided.

The fact that the physician has performed or prescribed a procedure or treatment or the fact that it may be the only treatment for a particular injury, sickness, or mental illness does not mean that it is covered by Medicaid. Services and supplies that do not meet the definition of medical necessity set out above are not covered.

1.1.31 The term **"Mental Health/Substance Abuse (MH/SA) Network"** means the network of MH/SA providers that constitutes the MH/SA services component of the NMAP, and is addressed under a separate contractual arrangement.

1.1.32 The term **"NAC"** means the Nebraska Administrative Code.

1.1.33 The term **"NHC"** means the Nebraska Health Connection, which is synonymous with NMMCP.

1.1.34 The term **"NHC Benefits Package",** also commonly referred to as the Basic Benefits Package, shall include the following medical/surgical services, representing a minimum benefits package, as defined in this contract and 471

Nebraska Administrative Code (NAC), that shall be arranged for by the Contractor to clients enrolled in the NHC:

(a) Inpatient hospital services (See 471 NAC 10-000);

(b) Outpatient hospital services (See 471 NAC 10-000);

(c) Clinical and anatomical laboratory services, excluding laboratory services related to Mental Health/Substance Abuse (MH/SA) (See 471 NAC 10-000 and 18-000);

(d) Radiology services, excluding radiology services related to MH/SA (See 471 NAC 10-000 and 18-000);

(e) HEALTH CHECK (Early Periodic Screening and Diagnosis and Treatment as federally mandated) services (See 471 NAC 33-000 and 7.36 of this contract);

(f) Physician services, including nurse practitioner services, certified nurse midwife services, and physician assistant services, anesthesia services including a Certified Registered Nurse Anesthetist, excluding anesthesia for MH/SA (See 471 NAC 18-000 and 29-000);

(g) Home health agency services (See 471 NAC 14-000). (This does not include non-home health agency approved Personal Care Aide Services under 471 NAC 15-000);

(h) Private duty nursing services (See 471 NAC 13-000);

(i) Therapy services, including physical therapy, occupational therapy, and speech pathology and audiology. (See 471 NAC 17-000, 22-000 and 23-000);

(j) Durable medical equipment and medical supplies, including hearing aids, orthotics, prosthetics and nutritional supplements (See 471 NAC 7-000);

(k) Podiatry services (See 471 NAC 19-000);

(l) Ambulance services (See 471 NAC 4-000);

(m) Family Planning services (See 471 NAC 18-000 and 7.41 of this contract);

(n) Emergency services (See 471 NAC 10-000 and 7.42 of this contract);

(o) Transitional MH/SA services (See 471 NAC 20-000 and 32-000 and 7.43 of this contract)**;**

(p) Federally Quality Health Center (FQHC), Rural Health or Tribal Clinic services (See 471 NAC 11-000, 29-000, 34-000 and 7.44 of this contract);

(q) Certified Nurse Midwife services (See 471 NAC 18-000 and 7.45 of this contract);

(r) Skilled/Rehabilitative and Transitional Nursing Facility services (See 471 NAC 12-000, 13-000 and 3.16 of this contract);

(s) Transitional Hospitalization services (See 471 NAC 10-000, 3.10, 3.13 and 3.14 of this contract); and

(t) Transitional Transplantation services (See 471 NAC 10-000 and 3.14.4 of this contract).

1.1.35 The term **"NMAP"** means the Nebraska Medical Assistance Program, administered by the Department of Health and Human Services-Finance and Support Division, and is commonly referred to as **"Medicaid".**

1.1.36 The term **"NMES"** means the Nebraska Medicaid Eligibility System, which is an automated eligibility verification system for use by Medicaid providers.

1.1.37 The term **"PCCM Administrative Fee"** means the fee paid to the Contractor for the administration of services set forth in this contract.

1.1.38 The term **"PCP Case Management Fee"** means the fee paid to physicians functioning as primary care physicians within the PCCM Network.

1.1.39 The term **"Per Member Per Month (PMPM)"** means the basis of payment for a Health Maintenance Organization (HMO) capitated rate, the Primary Care Case Management Network (PCCM) administrative fee, and the Primary Care Physician (PCP) case management fee in the PCCM Network.

1.1.40 The term **"Physician Extender"** means a nurse practitioner, physician assistant, certified nurse midwife, or second-year and third-year resident who meet the requirements for practicing in Nebraska, who is enrolled in the Nebraska Medical Assistance Program (NMAP), and who is identified as such on the Provider File.

1.1.41 The term **"Plan"** means a generic term used to reference any of the health plans participating in the procurement, contracting or programmatic aspects of the NHC. For the purposes of this contract, this is the PCCM Network under the administration of a Network Administrator for the arranging the Basic Benefits Package. The contractual and programmatic responsibility for the PCCM Network is with the PCCM Network Administrator. The PCCM Network Administrator must meet all state and federal requirements to perform as a healthcare company in Nebraska.

1.1.42 The term **"Primary Care Case Management (PCCM) Network"** means a network of contracted Primary Care Physicians (PCPs) who provide the Basic Benefits Package to NHC clients. Services provided through the PCCM Network

are reimbursed on a fee-for-service basis by the Department, and is a non-risked-based managed care model. The Department contracts with a PCCM Network Administrator who is responsible for the development, oversight and operation of the PCCM Network and all related PCCM Network administrative services.

1.1.43 The term **"Primary Care Physician (PCP)"** means a physician chosen by the client or assigned by the Department who provides a "medical home" for the client and whose primary expertise is in family practice, pediatrics, general practice, internal medicine, or obstetrics/gynecology. A PCP may participate in the NHC with any of the contracting plans. The PCP shall be a Medicaid-enrolled provider. A specialty care physician may have enhanced functions in certain circumstances, to promote greater continuity of care between the PCP and specialty care physician.

1.1.44 The term **"PRO"** means the Peer Review Organization under contract with the Department to perform specified level(s) of care determinations.

1.1.45 The term **"Proposal"** means the written document submitted by the Contractor in response to the Request for Proposal, which preceded this contract.

1.1.46 The term **"Provider Agreement"** means any written agreement between the Contractor and a provider, or between the provider and the Department, for the purpose of enrolling as a Medicaid provider.

1.1.47 The term **"Request for Proposal (RFP)"** means a document written by the Department for the purpose of procurement for contractual services for the NHC.

1.1.48 The term **"Slots"** means a designated number of clients for whom a Primary Care Physician provides a "medical home" under the NHC.

1.1.49 The term **"Subcontract"** means any written agreement between the Contractor and another party to fulfill the requirements of this contract except Provider Agreements as defined above.

1.1.50 The term **"Third Party Resource (TPR)"** means any individual, entity, or program that is, or may be, liable to pay all or part of the cost of medical services furnished to a client.

1.1.51 The term **"Transfer"** means a change in a client's enrollment or assignment from one Primary Care Physician (PCP) to another PCP, or from one Contractor to another.

1.1.52 The term **"Waiver of Enrollment"** means a process by which a mandatory client is not required to participate in the NHC, on a case-by-case exception basis.

1.2 Other Applicable Terms: Terms that are not defined above shall have their primary meaning identified in the Code of Federal Regulations (CFR), Nebraska Administrative Code (NAC), directives issued by the Department, and plain and ordinary meanings.

ARTICLE II

2.0 CONTRACTOR RESPONSIBILITIES

2.1 Deliverables: All deliverables, also known as reports or data, shall be approved by the Department in order for them to be considered complete. The Department shall not unreasonably withhold said approval.

The format and content of each deliverable shall be defined and agreed upon in detail prior to its submission. The Department shall not review any deliverables unless the format and content have been approved.

The Contractor shall define the format and content of each deliverable. The Contractor shall provide the Department with an outline, sample format, draft description, proposed schedule and approach for producing the deliverable. The Department shall review and approve the outline, format, description, schedule and approach. Deliverables shall become a basis for measuring Contractor performance as defined in the contract between the Department and the Contractor. The Contractor shall be required to work cooperatively with the Department to develop and implement all deliverables prior to the effective date of this contract. The Contractor shall be required to begin the development of these deliverables immediately following the completion of contract negotiations. The Contractor shall make changes to its deliverables as requested by the Department.

Each deliverable produced by the Contractor shall be reviewed by the Department. The review process shall ensure compliance with the agreed upon Contractor and content of the deliverable, and within the terms of the contract. Based on the review and findings, the Department may grant approval, reject portions of or the entire document, or request that revisions be made by the Contractor. Additional review periods shall be required whenever revisions are requested or a deliverable is rejected. Each deliverable shall be complete within and of itself, and shall be consistent with any previous deliverables produced. The Department reserves the right to require the Contractor to revise deliverables previously approved or to reject current deliverables based on inconsistency with prior deliverables.

Deliverables are discussed throughout this contract. The Contractor's proposal shall become part of the framework for the ongoing development and implementation of the NHC, in conjunction with other documents identified in this contract. The Department shall maintain authority for the overall development and implementation of the NHC, but developed the contract and subsequent documents in such a manner as to assist the Contractor in developing its organizational strategy for participating in the NHC program.

2.2 Contract Documents: The Department's Request for Proposal and the Contractor's proposal in response which are specified below are hereby incorporated into this contract. Any ambiguity or inconsistency resulting from such incorporation shall be resolved by applying the following order of controlling provisions:

(a) this Contract including any attachments or amendments hereto;

(b) the Contract Negotiation Clarification Document;

(c) the Contractor's proposal;

(d) the signed RFP Form;

(e) applicable State and Federal laws.

All modifications and/or changes to any provision must be agreed to in writing by the Department and the Contractor prior to implementation.

2.3 Compliance With Civil Rights Laws and Equal Opportunity Employment: The Contractor shall assure the Department that it shall comply with the Nebraska Fair Employment Practice Act and Title VI of the Civil Rights Act of 1964, as amended, so that no person shall, on the grounds of age, creed, sex, physical handicap, race or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the contract, program or activity supported by the contract. The Federal Rehabilitation Act of 1973, as amended, the Americans With Disabilities Act of 1990 (P.L. 101-336), as amended, Section 5043 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1975, as amended, and the Nebraska Fair Employment Act, as amended are incorporated herein.

The Contractor further agrees to include similar provisions in all subcontracts for services allowed in connection with this contract.

The Contractor's signature on this contract is a guarantee of compliance with the Nebraska Fair Employment Practice Act, and breach of this provision will be regarded as a material breach of the contract.

2.4 Clean Air and Water Acts: The Contractor shall comply with all applicable standards, orders and requirements issued pursuant to Section 306 of the Clean Air Act (42 U.S.C. 1857 (H), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, Environmental Protection Agency regulations (40 CFR Part 15) and applicable requirements of OMB Circular A-102.

2.5 Ownership Of Information and Data: The Department retains ownership of all information and data pursuant to the execution of this contract. The Department shall have the unlimited right to publish, duplicate, use and disclose all information and data developed or derived by the Contractor pursuant to the requirements of this contract.

The Contractor must guarantee that it has the full legal right to the use of materials, supplies, equipment and software necessary to execute the requirements of this contract. The payment shall, without exception, include compensation for all royalties and costs arising from patents, trademarks and copyrights that are in any way involved in the contract. It will be the responsibility of the Contractor to pay for all royalties and costs, and the Department shall be held harmless from any claims of infringement.

2.6 Permits and Regulations: The Contractor shall procure and pay for all permits, licenses and approvals necessary for the execution of the contract. The Contractor shall comply with all laws, ordinances, rules, orders and regulations related to the performance of the contract.

2.7 Cooperation With Other Contractors: The Department intends to award a contract to more than one Contractor for work related to the NHC. This decision shall be made by the Department, based upon the cost and quality of the proposal submitted

by the Contractor. The Department reserves the right to award as many contracts as it deems appropriate. The Contractor shall agree to cooperate with other such Contractors, and shall not commit or permit any act which may interfere with the performance of work by any other Contractor.

2.8 Independent Contractor: It is agreed that nothing contained herein is intended or should be construed in any manner as creating or establishing the relationship of partners between the parties hereto. The Contractor represents that it has, or shall secure as its own expense, all personnel required to perform the services under this contract and any subsequent contract. The Contractor or other persons engaged in work or services required by the Contractor under this agreement shall have no contractual relationship with the Department, and shall not be considered employees of the Department.

All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination against the contractor, its officers or its agents) shall in no way be the responsibility of the Department. The Contractor shall hold the Department harmless from any and all such claims. Such personnel or other persons shall not be entitled to any compensation, rights or benefits the Department including without limit, tenure rights, medical and hospital care, sick and vacation leave, severance pay and retirement benefits.

LIABILITY/INDEMNIFICATION

Each party shall continue to be liable for any claim, losses, damages, liabilities, costs, expenses, or obligations arising out of or resulting from any act of commission or omission by itself or any of its respective employees or agents in carrying out its duties under this Contract, or arising from the negligent, fraudulent, or dishonest acts or omissions of such party under this Contract, or in the administration of the PCCM Network.

Department shall indemnify and hold harmless Contractor from any claims, losses, damages, liabilities, costs, expenses, or obligations arising out of or resulting from any act of commission or omission by Department or any of its employees or agents in carrying out Department's duties under this Contract, or arising from the negligent, fraudulent, or dishonest acts or omissions of Department under this Contract, or in its performance with respect to the operation of the PCCM Network.

Contractor shall indemnify and hold harmless Department from any claims, losses, damages, liabilities, costs, expenses, or obligations arising out of or resulting from any act of commission or omission by Contractor or any of its employees or agents in carrying out Contractor's duties under this contract, or arising from the negligent, fraudulent, or dishonest acts or omissions of Contractor under this Contract, or in its performance with respect to the operation of the PCCM Network.

2.9 Contractor Responsibility: The Contractor shall solely be responsible for fulfilling the contract, with responsibility for its requirements as described. The Contractor shall be the sole point of contact regarding all contractual matters.

2.9.1 Subcontractors: If the Contractor intends to utilize any subcontractor service, the subcontractor’s level of effort, tasks and time allocation shall be clearly defined.

The Contractor shall agree that it shall not utilize any subcontractors in the performance of the contract without the prior written authorization of the Department. Contractor agrees that use of subcontractors shall not relieve the Contractor of any of its obligations under this Contract.

2.10 Contractor Personnel: The Contractor shall ensure that it is adequately staffed with competent employees to provide the full range of requirements of this Contract, and all related aspects of the NHC.

The Contractor shall be responsible for the following in respect to its employees:

(a) Any and all employment taxes and/or other payroll withholding;

(b) Any and all vehicles used by the Contractor's employees, including all insurance required by state law;

(c) Damages incurred by the Contractor's employees within the scope of their duties under this contract;

(d) Maintaining worker's compensation and health insurance to the extent required by governing state law. Evidence of workers' compensation coverage shall be submitted annually to the Department; and

(e) Determination of the hours to be worked and the duties to be performed by the Contractor's employees.

The Contractor and its hirees agree that there is no right of subrogation, contribution or indemnification against the Department for any duty owed by the Contractor or any judgment rendered against the Contractor.

The Department shall be liable for its own actions only to the extent that there is judgment under the State Tort Claims Act or Nebraska Workers' Compensation Act. The Department does not assume liability for the actions of the Contractor.

The Contractor agrees that it has no right to indemnification or contribution from the Department for any judgments rendered against the Contractor or the subcontractor.

2.11 Department Personnel Recruitment Prohibition: The Contractor shall not knowingly recruit or employ any Department personnel who has worked on the contract, or who have had any influence on decisions affecting the contract for two (2) years following the completion of the services provided pursuant to the contract. This prohibition does not affect the right of the Contractor's organization to recruit employees for contracts unrelated to this contract, provided such recruitment does not create a conflict of interest.

2.12 Conflict of Interest: Prior to award of any contract, the Contractor shall certify in writing to the Department that no relationship exists between the Contractor, or any of its employees, and the Department, or any of its employees, that interferes with fair competition or is a conflict of interest, and no relationship exists between the Contractor and another person or organization that constitutes a conflict of interest with respect to another Department contract. The Department may waive this provision, in writing, if those activities of the Contractor shall not be adverse to the interests of the Department. No official or employee of the Department who exercises any functions or

responsibilities in the review or approval of the undertaking or carrying out of the contract shall, prior to the completion of the contract, voluntarily acquire any personal interest, either directly or indirectly, in this contract.

2.13 Beginning of Work: The Contractor shall not commence any billable work under this contract until the Implementation Begin Date, that is July, 1999, and subject to the effective date of enrollment of any client with the Contractor. The Contractor shall, however, agree to work with the Department to complete development and preparation activities immediately following contract negotiations, including network development.

2.14 Assignments: Neither party to this Contract shall assign its rights or interests in this Contract without the prior written consent of the non-assigning party, which consent shall not be unreasonably withheld.

2.15 Governing Law: The contract shall be governed by the law of Nebraska.

2.16 Advertising: The Contractor shall not refer to the Contract in commercial advertising in such a manner as to state or imply that the Contractor or its services are endorsed or preferred by the Department. News releases pertaining to the Contract shall not be issued by either the Department or Contractor without prior approval of the non-issuing party.

2.17 Department Property: The Contractor shall be responsible for the proper care and custody of any Department-owned property which is furnished for the Contractor's use during the performance of the contract. The Contractor shall reimburse the Department for any loss or damage of such property, normal wear and tear expected.

2.18 Site Rules and Regulations: The Contractor shall use its best efforts to ensure that its employees, agents and subcontractors comply with site rules and regulations while on Department premises.

2.19 Notices: All notices under the Contract shall be delivered in person, or Certified Mail, Return Receipt Requested to the person designated by each party to receive such notices.

2.20 Termination Provisions: Either party may terminate the Contract by giving written notice to the other party at least 90 days prior to the end of any two year contract period, unless terminated as provided in Paragraphs (1), or (2) below. Such termination shall not relieve either party of its obligation to perform under this Contract until the date upon which the termination becomes effective, and specifically Contractor shall be entitled to receive from Department payments pursuant to this Contract for its performance until the termination date of this Contract.

Notwithstanding the foregoing provisions, this Contract may terminate as follows:

(1) This Contract shall terminate upon the suspension or revocation of Contractor's license or Certificate of Authority;

(2) Either the Contractor or the Department may terminate this Contract at any time if it determines that the other party has failed to perform any of its function or duties under this contract. In such event, the party exercising this option must notify the other party, in writing, of this intent to terminate this contract and give the other party sixty (60) days to

correct the identified violation, breach or non-performance of contract. If such violation, breach or non-performance of contract is not satisfactorily addressed within this time period, the exercising party must notify the other party, in writing, of its intent to terminate this Contract at least ninety (90) days prior to the proposed termination date. The termination date shall always be the last day of a month. The contract may be terminated by the Department sooner than the time periods for notice specified in this paragraph if the Department finds that client health and welfare is jeopardized by continued enrollment in the PCCM Network.

2.21 Client Rights: Prior to any termination, the Department shall provide a hearing and inform clients of their right to disenroll without cause, and provide an opportunity for the client to enroll with another Contractor.

2.22 Intermediate Sanctions: Whenever the Department determines that the Contractor is substantially and materially out of compliance with the contract provisions, the Department may take any or all of the following actions:

(a) Suspend enrollment;

(b) Pursue legal processes for the recovery of damages;

(c) In the event of the Contractor's failure to provide a service(s) to a client(s), the Department may direct the Contractor to provide such service, or withhold a portion or total amount of the Contractor's capitation payment plus assess a monthly administrative fee until the services are provided;

(d) In the event of an administrative failure, the Department may withhold future payments plus assess a monthly administrative fee until the failure is corrected;

(e) Require a corrective action plan, and in the absence of the corrective plan or implementation of the corrective action plan, the Department will withhold a portion or total amount of the Contractor's Administrative Fee until such corrective action plans are completed; and

(f) Other, and similar actions, as defined in the contract.

The Department shall afford the Contractor notice and hearing prior to any action of termination or notice of any intermediate sanction and shall allow the Contractor an opportunity to correct the failure before monetary or other damages are assessed.

2.23 Temporary Management: The Contractor shall comply with all contract provisions, and all pertinent State and Federal requirements. If the Department opts not to terminate the contract and repeated contract violations occur, the State of Nebraska Department of Insurance may allow for the appointment of temporary management to oversee the Contractor if a Contractor engages in continued egregious behavior or if there is substantial risk to the health of the clients enrolled with the Contractor. Clients shall be allowed to disenroll without cause if such a situation occurs.

2.24 Default By Contractor: After notice and hearing, the Department may terminate the contract, in whole, if the Contractor fails to perform its obligations under this contract in a timely and proper manner. The Department shall, by providing a written notice of

default to the Contractor, allow the Contractor to cure a failure or breach of contract within a period of thirty (30) days (or longer at the Department's discretion considering the gravity and nature of the default). Said notice shall be delivered by Certified Mail, Return Receipt Requested, or in person with proof of delivery. Allowing the Contractor time to cure a failure or breach of contract does not waive the Department's right to immediately impose a sanction for the same or different contract breach which may occur at a different time. If the Contractor has failed to cure the failure or breach of contract within the specified period, the Department shall provide immediate notice of failure to cure and given notice of intent to terminate the contract for failure or breach. The Contractor may request review of the Department's intent to terminate for failure or breach through the Department's fair hearing procedure as set forth in 465 NAC and through the Nebraska Administrative Procedures Act prior to termination.

2.25 Assurances Before Breach: If any document or deliverable required pursuant to the contract does not fulfill the requirements of the contract, the Contractor shall deliver assurances in the form of additional Contractor resources at no additional cost to the contract, in order to complete the deliverable, and to ensure that other schedules shall not be adversely affected.

2.26 Force Majeure: The Contractor shall not be liable for any excess cost to the Department if a failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to, acts of God, fire, strikes, epidemics and quarantine restriction. The Contractor shall take all possible steps to recover from such occurrences.

2.27 Prohibition Against Advance Payment: No compensation or payments of any kind shall be made in advance of services actually performed, except as otherwise provided in this Contract.

2.28 Payment: The Department agrees to provide payment to Contractor in compliance with Neb. Rev. Stat. 81-2401 through 2408.

Any costs incurred by Contractor for services provided, in addition to or expansion of those specifically set forth in this Contract shall be reimbursed by Department, as mutually agreed upon, in writing, by the parties, prior to implementation.

2.29 Audit Liabilities: In addition to, and in no way in limitation of the obligation of the contract, only with respect to the funds received under the contract, the Contractor shall agree that it shall be held liable for any Departmental audit exceptions, and shall return to the Department all payments made under the contract for which an exception has been taken or which has been disallowed because of such an exception. The Contractor shall maintain documentation for all charges and fees allowed by the contract. All Contractor's books, records, and documents relating to the merchant processing under this contract will be subject to audit at any reasonable time upon reasonable notice by the Department, its designees or HCFA officials. These records shall be maintained for five (5) years. These records should be maintained in accordance with generally accepted accounting principles. The Contractor agrees to correct immediately any material weakness or condition reported to the Department in the course of an audit.

Contractor's books, records and documents relating to work performed or payments received under this Contract shall be subject to audit at any reasonable time upon the provision of reasonable notice by the Department. These records shall be maintained

for a period of two (2) calendar years from the date of final payment, or until all issues related to an audit, litigation or other action are resolved, whichever occurs first.

2.30 Taxes: The Department is not required to pay taxes of any kind and assumes no liability as a result of this Contract. Any property tax payable on the Contractor's equipment which may be installed in a Departmental-owned facility shall be the responsibility of the contractor. The Department shall not pay taxes based on the contractor's income or property taxes for software.

2.31 Inspection: The Department and/or its authorized representatives shall have the right to enter any premises where Contractor's or subcontractor's duties under the contract are being performed, and to inspect, monitor or otherwise evaluate the work being performed. All inspections and evaluations shall be at reasonable times and in a manner that shall not unreasonably delay work.

2.32 Client Protection: For any prepaid services, clients shall not be held liable for payments to providers or entities in the following situations, if applicable:

(a) The Contractor or subcontractor's insolvency;

(b) The Department does not pay the Contractor; or

(c) Payments under an arrangement with the Contractor in excess of the amount that would be owed if the Contractor directly provided the service.

Fines of no more than $25,000, or imprisonment for no more than five years, or both, shall apply to providers in the case of services provided to a client enrolled with a Contractor and where the client is charged at a rate in excess of the rate permitted under the contract.

2.33 Confidentiality:

(1) Information exchanged by the State and the Contractor is made available only to the extent necessary to assist in the valid administrative needs of the program receiving the information, and information received under section 6103(l) of the Internal Revenue Code of 1954 is exchanged only with agencies authorized to receive that information under that section of the Code; and

(2) The information is adequately stored and processed so that it is protected against unauthorized disclosure for other purposes.

(3) The Contractor must have criteria that govern the types of information about applicants and recipients that are safeguarded.

This information must include at least -

(a) Names and addresses;
(b) Medical services provided;
(c) Social and economic conditions or circumstances;
(d) Agency evaluation of personal information;
(e) Medical data, including diagnosis and past history of disease or disability; and

(f) Any information received for verifying income eligibility and amount of medical assistance payments. Income information received from SSA or the Internal Revenue Service must be safeguarded according to the requirements of the agency that furnished the data.

(g) Any information received in connection with the identification of legally liable third party resources under 42 C.F.R. 433.138.

(4) The Contractor must have criteria specifying the conditions for release and use of information about applicants and recipients.

(5) Access to information concerning applicants or recipients must be restricted to persons or Contractor representatives who are subject to standards of confidentiality that are comparable to those of the Contractor and the State.

(6) The Contractor must not publish names of applicants or recipients.

(7) The Contractor must obtain permission from a family or individual, whenever possible, before responding to a request for information from an outside source, unless the information is to be used to verify income, eligibility and the amount of medical assistance payment under section 1137 of the Medicaid Act and 42 C.F.R., Sections 435.940-435.965.

If, because of an emergency situation, time does not permit obtaining consent before release, the Contractor must notify the family or individual immediately after supplying the information.

(8) The Contractor's policies must apply to all requests for information from outside sources, including governmental bodies, the courts, or law enforcement officials.

(9) If a court issues a subpoena for a case record or for any agency representative to testify concerning an applicant or recipient, the Contractor must inform the court of the applicable statutory provisions, policies, and regulations restricting disclosure of information.

(10) Before requesting information from, or releasing information to, the State, other contractors or other agencies to verify income, eligibility and the amount of assistance under 42 C.F.R., Sections 435.940-435.965, the Contractor must execute data exchange agreements with those entities as specified in 42 C.F.R., Section 435.945(f).

(11) Before requesting information from, or releasing information to, the State, other contractors or other agencies to identify legally liable third party resources under 42 C.F.R., Section 433.138(d), the Contractor agency must execute data exchanges agreements, as specified in 42 C.F.R., Section 433.138(h)(2).

(12) Distribution of information materials.

(a) All materials distributed to applicants, recipients, or medical providers must:

(1) Directly relate to the administration of the Medicaid program;
(2) Have no political implications;
(3) Contain the names only of individuals directly connected with the administration of the Medicaid Managed Care Program; and
(4) Identify those individuals only in their official capacity with the Contractor, State or local agency.

(b) The Contractor must not distribute materials such as "holiday" greetings, general public announcements, voting information, and alien registration notices.

(c) The Contractor may distribute materials directly related to the health and welfare of applicants and recipients, such as announcements of free medical examinations, availability of surplus food, and consumer protection information.

The Department affords the Contractor the same right of confidentiality.

2.34 Severability: If any portions of this Contract shall, for any reason, be invalid or unenforceable, such portions shall be ineffective only to the extent of any such invalidity or unenforceability, and the remaining portion or portions shall nevertheless be valid, enforceable and of full force and effect, provided, however, that if the invalid provision is material to the overall purpose and operation of this Contract, then this Contract shall terminate upon the severance.

2.35 Payment: Department shall pay Contractor, as set forth in Attachment A, enrolled Client per month of coverage under the PCCM Network as the Contractor's fee for its performance under this Contract as mutually agreed upon by the parties.

2.36 Declaration of Contractor Affiliations: The Contractor shall comply with the following provisions and declare such affiliations to the Department of Insurance, as the Department's designee, on an annual basis:

2.37 Debarred Individuals: The Contractor shall not knowingly have an individual who has been disbarred, suspended or otherwise excluded from participating in the contract activities -

(a) As a director, officer, partner or person with beneficial ownership of more than five (5) percent of the Contractor's equity; and

(b) In an employment, consulting, or other similar arrangement for the provision of items and services that are significant to the Contractor's obligation with the Department.

The Contractor shall certify to the Department that the Contractor does not have any such affiliations, prior to the Implementation Begin Date of the contract, and at any time there is a changed circumstance from the last such certification.

The Department shall impose immediate sanctions if a Contractor that is found to be out of compliance with these provisions if directed by the Health Care Financing Administration (HCFA). The Department cannot revoke the sanctions unless HCFA determines that compelling reasons exist for doing so.

2.38 Ownership: The Contractor shall provide full and complete information as to the identity of each person or corporation with an ownership or control interest in the Contractor, or any subcontractor in which the Contractor has a five (5) percent or more ownership interest. The Contractor shall submit financial statements for all owners with over five (5) percent ownership.

2.39 Interlocking Relationships: The Contractor shall report to the Department a description of certain transactions between the Contractor and parties in interest, and shall disclose any interlocking relationships.

2.40 Referral Management and Prior Authorization Responsibilities: Contractor is not responsible for provider payments for any of the services included in the Basic Benefits Package. The Department assumes responsibility for claims payment. Contractor shall, however, provide an information system that interfaces with the Department's claims payment system as set forth in Attachment "B", to the extent that the Department's claims payment system and related systems can accept such interface, for the purposes of referral management and prior-authorization pursuant to this Contract.

2.41 Administrative Contract: Under this Contract, the Per Member Per Month (PMPM) payment shall be the total payment to the Contractor. There is no payment adjustment to reflect the cost of services actually provided, except as otherwise provided by the Contract.

2.42 Anti-Gag Clause/Treatment Options: The Contractor shall not prohibit or otherwise restrict PCPs that the client is informed about all treatment options, regardless of cost or whether such services are covered by the Contractor, and that health care professionals are not prohibited or otherwise restricted from advising clients about their health status, medical care, or treatment regardless of benefit coverage if the professional is acting within his/her scope of practice. This does not require a Contractor to cover counseling or referral if it objects on moral or religious grounds and makes available information on its policies to clients who are enrolled with the Contractor, or who may enroll with the Contractor, within ninety (90) days of a policy change regarding such counseling or referral services.

ARTICLE III

3.0 CONTRACTOR RESPONSIBILITIES - CLIENT PARTICIPATION AND ENROLLMENT PROCESSES

3.1 Introduction: The Department maintains responsibility for the enrollment of clients into managed care, through various departmental and contractual arrangements. The use of an "enrollment broker" precludes any direct enrollment activities by the Contractor, unless specifically addressed in the Contract. The major focus of this section is enrollment of the "mandatory" managed care clients into the Basic Benefits Package in the Designated Coverage Areas pursuant to this Contract, as outlined in the RFP enrollment process requirements.

The Contractor shall have an understanding of the client population and enrollment processes for the NHC, and assist the Department and the enrollment broker in providing adequate information to the client about the Contractor's participation. The Contractor shall work cooperatively with the Department to resolve issues relating to client participation and enrollment processes as they relate to this Contract, and shall have the technological capability and resources available to interface with the Department's support systems, to the extent that the Department's support systems and related systems can accommodate such interface.

3.2 Mandatory and Excluded Clients

3.2.1 Mandatory for the NHC Basic Benefits Package: The following Medicaid-eligible clients are required to participate in the NHC, if the client's eligibility assistance case is managed by the Health and Human Services (HHS) District Office in the designated coverage areas, unless excluded pursuant to 9.2.5 of this contract:

(a) Clients participating in the Aid to Dependent Children Program - Grant/Medical (Title 468 NAC). For purposes of the NHC, this includes clients participating in the Medical Assistance Programs for Children (i.e., Ribicoff), Medical Assistance for Children (MAC), School Age Medical (SAM) and Kids Connection pursuant to Title 477 NAC;

(b) Clients participating in the Aid to Aged, Blind, and Disabled Program Grant/Medical pursuant to Title 469 NAC; and

(c) Clients participating in the Child Welfare Payments and Medical Services Program, i.e., IV-E, Non-IV-E, Former Wards, Subsidized Guardianship cases pursuant to 479 NAC.

3.2.2 Automated Interface: The client's managed care status (mandatory and excluded) shall be determined by an automated interface between the Department's eligibility system and the Managed Care File, and shall be based on information entered on the eligibility system by the Health and Human Services (HHS) local office staff, and known at the time of the managed care determination.

3.2.3 Designated Coverage Area(s) for the NHC Basic Benefits Package: For purposes of the Basic Benefits Package, the designated coverage areas shall

include those mandatory clients whose eligibility assistance case is managed by the Health and Human Services (HHS) Office, primarily in Douglas and Sarpy Counties in the Eastern HHS District Office (commonly referred to as District 8), and in the Southeastern District Office, primarily in Lancaster County (commonly referred to as District 7).

3.2.4 NHC Components: The NHC shall provide a Primary Care Case Management (PCCM) Network and one or more Health Maintenance Organizations (HMOs) in the designated coverage areas for the provision of the Basic Benefits Package.

Enrollment Broker Services (EBS) for the designated coverage areas shall be provided through a separate contract with the Department.

The Mental Health and Substance Abuse (MH/SA) Services component of the NHC shall be provided on a statewide basis as a "carve-out" from the Basic Benefits Package. The provision of MH/SA services is not part of this contract, except as specifically described.

3.2.5 Excluded Clients: The following clients shall be excluded from the NHC (based on the information known to the HHS eligibility system):

(a) Clients with Medicare coverage pursuant to 471 NAC 3-000;

(b) Clients residing in nursing facilities and receiving custodial care, pursuant to 9.20 of this contract;

(c) Clients residing in intermediate care facilities for the mentally retarded (ICF/MR) pursuant to 471 NAC 31-000;

(d) Clients who are residing out-of-state (i.e., children who are placed with relatives out-of-state, and who are designated as such by HHS personnel;

(e) Certain children with disabilities who are receiving in-home services (also known as the Katie Beckett program) pursuant to 469 NAC;

(f) Aliens who are eligible for Medicaid for an emergency condition only pursuant to Title 469 NAC;

(g) Clients participating in the Refugee Resettlement Program - Grant/Medical pursuant to Title 470 NAC;

(h) Clients receiving services through the following home and community-based waivers pursuant to Title 480 NAC for -

(1) Adults with mental retardation or related conditions;

(2) Aged persons or adults or children with disabilities;

(3) Children with mental retardation and their families;

(4) Infants and toddlers with disabilities (also known as the Early Intervention Waiver); and

(5) Any other group for whom the Department has received approval of a 1915(c) waiver of the Social Security Act;

(I) Clients who have excess income (i.e., spenddown - met or unmet) pursuant to 471NAC 3-000;

(j) Clients participating in the Subsidized Adoption Program, including those who receive a maintenance subsidy from another state, pursuant to 469 NAC;

(k) Clients participating in the State Disability Program pursuant to Title 469 NAC;

(l) Clients eligible during the period of presumptive eligibility pursuant to 471 NAC 28-000;

(m) Transplantation recipients pursuant to 471 NAC 10-000 and 9.18 of this contract;

(n) Clients who have received a disenrollment/waiver of enrollment pursuant to 9.18 and 9.19 of this contract; and

(o) Clients with private health insurance for medical/surgical benefits determined to be qualified coverage or whose insurance coverage is pending verification. Qualified coverage includes verified standard comprehensive coverage, verified HMO or prepaid plan with specified providers, or verified CHAMPUS. Note: Clients with private health insurance shall be "excluded" from NHC until the coverage is verified; at that time, clients not having qualified coverage will be required to participate in NHC pursuant to 471 NAC 3-000.

3.2.6 Fee-for-Service Coverage for Excluded Clients: Medicaid coverage for clients excluded from NHC participation shall remain on a fee-for-service basis. Clients who are excluded from NHC cannot voluntarily enroll in the NHC.

3.2.7 Periodic Status Change: Due to changes in a client's Medicaid eligibility and "mandatory" managed care status, a client's status may periodically change. The Contractor shall be responsible for the provision of the Basic Benefits Package for the client as long as s/he is identified as a member of his/her Contractor.

3.2.8 Changes in Eligibility: The EBS shall be notified, by the Department's interface with the eligibility system, if the client's NHC status changes (e.g., mandatory to non-mandatory). Each change in status may require the EBS to contact the client and complete an enrollment for the Basic Benefits Package, unless reenrollment rules apply.

3.3 Enrollment of a Pregnant Woman

3.3.1 Enrollment of the Unborn When the Mother is Ineligible: The EBS shall focus the enrollment activities on the unborn. Depending on the mother's preference, a pediatrician, family practitioner or general practitioner will be selected as the PCP for the unborn. The unborn's Contractor shall be responsible for any necessary referrals for pregnancy-related services for the mother. This provision shall apply through the postpartum period, defined as the end of the month in which the 60th day following the end of the pregnancy occurs. The EBS shall notify the Contractor and coordinate the PCP selection and immediate referrals for the mother.

3.3.2 Enrollment of a Pregnant Woman and Her Unborn Child for the Basic Benefits Package: During the enrollment process, an eligible pregnant woman shall be required to choose the same Contractor, but not necessarily the same PCP, for herself and her eligible unborn/newborn child. Enrollment changes (i.e., to a different Contractor or PCP) may be made as often as allowed for any other client participating in the NHC, as long as mother and unborn/newborn are both enrolled with the same Contractor. The following shall apply:

(a) The requirement for mother and unborn/newborn to be in the same Contractor extends through the postpartum period, defined as the end of the month in which the 60th day following the end of pregnancy occurs;

(b) The mother and unborn/newborn may be enrolled in separate Contractors when requested by the client based on good cause. Good cause includes, but is not limited to, situations in which one Contractor is unable to meet the needs of both clients despite reasonable efforts to accommodate their needs; and

(c) The request for enrollment in separate Contractors shall be submitted to the EBS, who gathers any necessary information. The request is then submitted to the Department within two (2) working days. The Department shall approve or deny the request within five (5) working days. The client and PCP/Contractors are notified of the approval or denial of the request by the Department.

3.4 Follow-up Contact by the Designated Enrollment Broker

3.4.1 Follow-up Contact: Follow-up contact shall be conducted by the EBS until enrollment occurs or the client is automatically assigned to a PCP/Contractor. The EBS shall make reasonable efforts to contact those clients who have been automatically assigned but who have not had the benefit of an exContractoration of the NHC.

Follow-up contact may include, but is not limited to, the following:

(a) Face-to-face visits;

(b) Telephone calls;

(c) Home visits;

(d) Informational mailings; and

(e) After hours/evening meetings.

3.4.2 Priorities for Follow-up Contact: The EBS shall give priority in follow-up contact to the following persons:

(a) Pregnant women;

(b) Clients with urgent/special needs; and

(c) Children age 20 and the younger.

3.5 Enrollment Rules

3.5.1 Completion of the Enrollment Process: The client or the client's legal representative shall complete the enrollment process. For purposes of completing the enrollment process, the following rules apply:

(a) A friend or relative of the client, who does not have legal authority, may complete the informational portion of the enrollment process and health assessment, if the individual is determined to have sufficient knowledge of the client's health status;

(b) The client or his/her legal representative (i.e., guardian, conservator, or power of attorney (POA) if the POA has this level of authority) shall make the choice of a PCP/Contractor; and

(c) Child Welfare staff may act on a Department ward's behalf. The child's foster parents must be involved in the selection of the PCP/Contractor. Child Welfare staff shall consider whether it is appropriate for the biological parents to be involved in the enrollment activity/choice of PCP/Contractor.

3.5.2 Limitation on Contractor Contact: The Contractor shall not have any direct contact with the client or the client's legal representative, family or friends prior to the client becoming enrolled with his/her Contractor, unless the contact is initiated by the EBS in an effort to facilitate the choice of PCP/Contractor and as it relates to continuity of care issues.

3.6 Effective Date of NHC Coverage

3.6.1 Effective Date of Coverage: The effective date of NHC coverage shall be the first day of the month following the month during which eligibility is determined and enrollment is completed and activated, given system cutoff.

3.6.2 Exception to Date of Coverage: The effective date of coverage for a client who is hospitalized shall be pursuant to 9.13 of this contract.

3.6.3 Services Before Enrollment in NHC: If eligibility is determined, Medicaid services received before the month of NHC coverage shall be paid on a fee-for-service basis pursuant to Title 471 NAC.

3.7 Client Notification of NHC Coverage

3.7.1 Client Notification: The client or the client's legal representative shall be notified of NHC coverage and shall be issued a notice of finding and NHC Identification (ID) Document.

3.7.2 Client Notice of Right to Change: Through the EBS functions, and written materials and notice, the client shall be kept informed of his/her right to change PCP and/or Contractor.

3.8 Contractor Notification of NHC Clients

3.8.1 Contractor Notification: The Contractor shall be notified of clients enrolled with in the PCCM via a monthly enrollment report (in the form of a data file). The Department shall electronically transmit the enrollment report to the Contractor on or before the first day of each enrollment month. The enrollment report provides the Contractor with ongoing information about its clients and shall be used as the basis for the monthly administration fee. The enrollment report shall be generated in the following sequence: clients enrolled and clients disenrolled with the Contractor.

3.8.2 Notification of a Discrepancy: The Contractor shall be responsible for providing the NHC Basic Benefits Package to clients listed on the enrollment report generated for the month of enrollment and as set forth in 3.9.2. Any discrepancies between the client notification and the enrollment report shall be reported to the Department for resolution. The Contractor shall continue to provide and authorize services until the discrepancy is resolved. The Department shall be responsible for all covered services, in the event that a client is eligible for NHC Basic Benefits Package but is not reflected on the enrollment report.

3.8.3 Resolution of a Discrepancy: The Department's Eligibility and Enrollment databases used to build the Enrollment File shall be the official source of validation in the case of a discrepancy. Once the cause for the discrepancy is identified, the Department shall work cooperatively with the Contractor to identify responsibility for the client's services until the cause for the discrepancy is corrected. Once the cause for the discrepancy is identified, the Department shall work cooperatively with the Contractor to identify responsibility for the client's services until the cause for the discrepancy is corrected. In reconciling the discrepancy, if the error results in an incorrect amount of capitation payment, the difference will be appropriately reimbursed, either to the Contractor or to the Department.

These rules for reconciliation and reimbursement shall apply unless specifically addressed elsewhere in this Contract.

3.9 Client Transition Into NHC

3.9.1 Transition Period During First Month: Within the first month of enrollment, the Contractor hall be responsible for providing each client general information about the Contractor, e.g., member handbook, etc.

3.9.2 Transition for a Special Needs Client: For a client who is specifically identified by the EBS to have a special need, e.g., a client in the Disabled/Blind

category, the Contractor shall be responsible for coordinating service needs with the EBS, the PCP and the client during the first sixty days (60) of enrollment to ensure a smooth transition into the NHC.

3.10 Enrollment While Hospitalized

3.10.1 Enrollment Rules: For purpose of services arranged under this Contract, when a Medicaid client is an inpatient in an acute care medical/surgical or rehabilitation facility on the day that the client's participation in NHC is effective, the Department shall remain financially responsible for the hospitalization until the client is discharged from the facility or transferred to a lower level of care. Authorization for inpatient hospitalizations for rehabilitation services must be obtained from the Department's contracted peer review organization (PRO).

3.10.2 Disenrollment Rules: As detailed in section 3.14.4.

3.11 Auto-Assignment for the Basic Benefits Package

3.11.1 Auto-Assignment Rules: All enrollment activities shall be concluded within forty-five (45) calendar days. If a choice of PCP/Contractor is not made, Auto-Assignment shall occur. The client will be automatically assigned to a PCP/Contractor, based on criteria established by the Department pursuant to this Contract.

3.11.2 Contractor Notification of Auto-Assignment: The Auto-Assignment of a client shall be indicated on the Contractor's Enrollment Report.

3.11.3 Auto-Assignment Priorities: The following priorities shall apply:

(a) The Department's Auto-Assignment algorithm shall give priority to provider-client proximity and shall maintain family members with the same PCP/Contractor, if appropriate; and

(b) For a client in the Blind/Disabled and Department Ward/Foster Care categories, the EBS shall facilitate an assignment by default enrolling a PCP/Contractor by taking into consideration eligibility and claims history information known about the client.

3.11.4 Distribution of Clients During Auto-Assignment: The Department shall use its best efforts to create, an equal distribution of clients to available Contractors during Auto-Assignment.

3.12 Transfers

3.12.1 Limitation on Contractor Involvement: The Contractor may work with the EBS to resolve any issues raised by the client at the time of request for transfer; but shall not coerce or entice the client to remain with them as a member or transfer.

3.12.2 PCP/Contractor Transfer Requests: The PCP/Contractor may request that the client be transferred to another PCP or Contractor, based on the following or similar situations:

(a) The PCP/Contractor has sufficient documentation to establish that the client's condition or illness would be better treated by another PCP/Contractor;

(b) The PCP/Contractor has sufficient documentation to establish that the client/provider relationship is not mutually acceptable, e.g., the client is uncooperative, disruptive, does not follow medical treatment, does not keep appointments, etc.;

(c) The individual physician retired, left the practice, died, etc.;

(d) Travel distance substantially limits the client's ability to follow through the PCP services/referrals; or

(e) The PCP/Contractor has sufficient documentation to establish fraud or forgery, or evidence of unauthorized use/abuse of the NHC service by the client.

3.12.3 Contractor Documentation: The Contractor shall provide documentation that attempts were made to resolve the reason for the transfer request through contact with the client or his/her legal representative, the PCP, or other appropriate sources.

The Contractor shall document that accommodating the needs of the client would create an undue burden on the Contractor. Such documentation shall include, but is not limited to, the following:

(a) The Contractor does not have any PCPs in its network with special qualifications, as demonstrated by objective credentialling standards and standards for the care and management, to treat a particular condition;

(b) The Contractor has made reasonable efforts to locate another PCP within its network;

(c) The PCP has demonstrated that s/he does not have the requisite skills and training to furnish the care and that s/he has made reasonable efforts to attempt to enlist additional consultation; and

(d) The PCP is unable, based on objective evidence, to establish a relationship with a client.

3.12.4 Continued Responsibility for Contractor: The Contractor shall maintain responsibility for arranging the NHC benefits to the client until a transfer is completed.

3.12.5 Reasonable Accommodations: The Contractor shall assist the PCP and specialist in their efforts to provide reasonable accommodations, for those individuals with special needs.

3.12.6 Limitation on PCP/Contractor Request: The PCP/Contractor may not request a transfer due to an adverse change in the client's health, or adverse health status.

3.12.7 Procedure for Contractor/Contractor Transfer Requests: The following procedure shall apply when a Contractor requests a transfer:

(a) The Contractor shall contact the EBS and provide documentation of the reason(s) for the transfer. The Contractor shall be responsible for investigating and documenting the reason for the request. Where possible, the Contractor shall provide the PCP assistance, education, etc., to try to maintain the "medical home";

(b) The EBS shall review the documentation and conduct any additional inquiry to clearly establish the reason(s) for transfer;

(c) The EBS shall submit the request to the Department within ten (10) days of the request;

(d) The Department approves or denies the request for transfer within five (5) working days and responds to the EBS; and

(e) The EBS shall enter the Department's decision in the Managed Care File. The client and Contractor shall be notified of the approval or denial of the transfer.

3.12.8 Action Following Approval: If a transfer is approved, the EBS shall contact the client and assist the client in selecting a new PCP or Plan. If the client does not select a PCP or Plan by forty-five (45) calendar days after the decision, Auto-Assignment shall occur. The effective date of the transfer is the first of the month possible, given system cutoff.

3.13 Transfer While Hospitalized: The following rules apply:

3.13.1 Contractor Responsible for Admission: When an NHC client is hospitalized as an inpatient for medical/surgical or rehabilitation services on the first day of the month that a transfer to another Contractor is effective, the Contractor which admitted the client to the hospital shall be responsible the hospitalization and the NHC Basic Benefits Package until an appropriate discharge from the hospital or for sixty (60) days, whichever is earlier.

3.13.2 Contractor Client Is Transferring To: The Contractor that the client is transferring to shall be responsible for the for the hospitalization and the related services in the Basic Benefits Package, beginning the day of discharge or on the 61st day of hospitalization following the transfer, whichever is earlier.

3.13.3 Coordination Requirements: The Contractors shall work cooperatively with the EBS and the Department to coordinate the client's transfer.

3.14 Automatic Disenrollment/Waiver of Enrollment

3.14.1 Disenrollment/Waiver of Enrollment Due to Eligibility Changes: Disenrollment shall occur automatically in the following situations:

(a) The client's Medicaid case is closed or suspended;

(b) A sanction is imposed on the client; or

(c) The client is no longer mandatory for NHC.

3.14.2 Waiver of Enrollment/Disenrollment Rules: The disenrollment shall be prospective and effective first month possible following the decision, given system cutoff.

The disenrollment or waiver of enrollment, if approved, shall apply until the reason for the disenrollment or waiver of enrollment no longer applies.

The Department shall enter the status of the request in the Managed Care File. Note: The client may be disenrolled from the Basic Benefits Package and/or Mental Health/Substance Abuse (MH/SA) components of the NHC.

3.14.3 Notice of Disenrollment: The Department shall notify the client and PCP/Contractor of the disenrollment. Disenrollment shall be prospective and effective the first month possible, given system cutoff.

3.14.4 Hospitalization-Related Disenrollments: Disenrollment from NHC shall occur automatically in the following situations due to a change in mandatory status for NHC. If the client is receiving inpatient hospital services at the time of disenrollment, the following rules apply:

(a) Disenrollment due to loss of Medicaid eligibility: When an NHC client is receiving inpatient acute medical/surgical or rehabilitation hospital services on the first day of a month that the client is no longer eligible for Medicaid benefits, the Contractor shall not have any responsibility for services provided to the client effective the first day of the month the client is no longer Medicaid eligible.

(b) Disenrollment due to Medicare eligibility: When an NHC client is receiving inpatient acute medical/surgical or rehabilitation hospital services on the first day of the month that the client's Medicare coverage has been entered on the Department's eligibility system and is effective, the Contractor shall no longer be responsible for the hospitalization effective with the client's disenrollment from NHC.

(c) Disenrollment due to Transplant: All services provided to the NHC client from the day of the prior-authorized transplant or the day that preparatory treatment (chemotherapy or radiation

therapy) for bone marrow transplants begins shall be reimbursed to the provider of service on a fee-for-service basis by the Department. The Contractor shall notify the Department of the date of the transplant.

The Department shall initiate disenrollment of the client from NHC. The Department's eligibility system shall reflect the client's disenrollment from NHC the first month possible, given system cutoff. Transplant recipients are permanently excluded from NHC participation. If it is known, at the time of enrollment, that the client is a transplant recipient, the client shall be granted a waiver of enrollment.

(d) Disenrollment due to eligibility category change: When an NHC client is receiving inpatient for acute medical/surgical or rehabilitation hospital services is disenrolled from NHC due to an eligibility status change (e.g., the client is no longer in a mandatory group for NHC participation), the Contractor shall be responsible for the hospitalization and related services in the Basic Benefits Package until an appropriate discharge from the hospital occurs or for sixty (60) days, whichever is earlier.

If the client is to be transferred to another level of care (e.g., acute rehabilitation, home health, etc.) when discharged from the hospital, the Contractor shall inform the provider that the client is no longer participating in NHC and shall instruct the provider to contact the Department's Contracted PRO for certification and authorization of services, as appropriate.

(e) Disenrollment due to Medical Status Change: When an NHC client is receiving inpatient acute medical/surgical or rehabilitation hospital services and is disenrolled from NHC due to a medical status change (e.g., the level of care the client requires changes from acute care services to custodial care), the Contractor is responsible for the hospitalization and all related services in the Basic Benefits Package until an appropriate discharge from the hospital occurs or for sixty (60) days, whichever is earlier.

If the client is to be transferred to another level of care (e.g., acute rehabilitation, home health, etc.) when discharged from the hospital, the Contractor shall inform the provider of service that the client is no longer participating in NHC and shall instruct the provider to contact Department's contracted Peer Review Organization (PRO) for certification and authorization of services, as appropriate.

3.15 Manual Disenrollment/Waiver of Enrollment

3.15.1 Special Circumstance: The Department shall "manually" disenroll/waive the client in the following situations by entering the disenrollment/waiver of enrollment on the Managed Care File:

(a) The client is a transplantation recipient; or

(b) The client is residing out of the medical/surgical areas and the Department determines that it is no longer appropriate for the client to remain in the Basic Benefits Package of the NHC.

3.15.2 Waiver of Enrollment/Disenrollment Rules: The disenrollment shall be prospective and effective the first month possible following the decision, given system cutoff. A waiver of enrollment occurs prior to any enrollment activities being completed.

The disenrollment or waiver of enrollment, if approved, shall apply until the reason for the disenrollment or waiver of enrollment no longer applies.

The Department shall enter the status of the request in the Managed Care File. Note: The client may be disenrolled from the Basic Benefits Package and/or Mental Health/Substance Abuse (MH/SA) components of the NHC.

3.15.3 Notice of Disenrollment: The Department shall notify the client and PCP/Contractor of the disenrollment. Disenrollment shall be prospective and effective the first month possible, given system cutoff.

The client is notified of the disenrollment/waiver of enrollment, whether s/he is waived from the Basic Benefits Package and/or the MH/SA components, and whether s/he shall remain eligible for Medicaid on a fee-for-service basis.

The Department shall report all disenrollments to the Contractor on the enrollment report.

3.15.4 Disenrollment/Waiver of Enrollment for Pregnant Woman: The Department shall "manually" disenrollment/waive enrollment of a client by entering the disenrollment/waiver of enrollment on the Managed Care File for a client whose mandatory status for NHC begins in her third trimester of pregnancy and she is seeking care from a provider (i.e., primary care physician or hospital) who is not affiliated with a Contractor, or is affiliated with a Contractor but is closed to new enrollment. The following rules apply:

(a) Disenrollment (i.e., due to an enrollment where pregnancy is not known, such as auto-assignment) or waiver of enrollment requests for a pregnant woman can only be made by the client and/or the EBS;

(b) The disenrollment/waiver of enrollment shall apply until the reason for the waiver of enrollment no longer applies. In the case of a pregnant woman, this provision would apply through the postpartum period, defined as the end of the month in which the 60th day following the end of the pregnancy occurs;

(c) If the request is submitted to the EBS, the EBS shall submit the request, including required forms and documentation, to the Department within two (2) working days of the request. The Department shall enter the waiver of enrollment the first month possible, given system cutoff;

(d) The Department shall enter the status of the request in the Managed Care File. Note: The client may be disenrolled from the Basic Benefits Package and/or Mental Health/Substance Abuse (MH/SA) components of the NHC;

(e) The client is notified of the waiver of enrollment, whether s/he is waived from the Basic Benefits Package and/or the MH/SA components, and whether s/he shall remain eligible for Medicaid on a fee-for-service basis; and

(f) The Department shall report all disenrollments to the Contractor on the enrollment report.

3.16 Admission to Nursing Facility Care

3.16.1 Nursing Facility Admission-Skilled/Rehabilitative Level of Care: Admission to a nursing facility for skilled/rehabilitative care may affect the client's enrollment in NHC. The following rules apply:

(a) When a NHC client is admitted to a nursing facility, the Contractor shall determine the level of care the client requires - skilled/rehabilitative or custodial/maintenance - using Medicare's definition for skilled care; and

(b) When the level of care the client requires is skilled/rehabilitative, the client shall not be disenrolled from NHC. The Contractor shall be responsible for the client while in skilled level of care.

3.16.2 Nursing Facility Admission-Custodial Level of Care: Admission to a nursing facility for custodial care may affect the client's enrollment in NHC. The following rules apply:

(a) When the client is admitted to a nursing facility for custodial care, the Department shall assume financial responsibility for the facility charges. All services included in the Basic Benefits Package shall be the responsibility of the Contractor until disenrollment of the client from NHC; and

(b) Disenrollment from NHC shall occur the first month possible, given system cutoff, or first of the month the Department and the Contractor agree that the client's level of care is custodial, whichever is earlier.

3.16.3 Contractor Responsibility for PCP Coverage: When the client is admitted to a nursing facility and the client's PCP does not see patients at the facility, the Contractor shall work cooperatively with the client and the nursing facility to locate a PCP for the client. The Contractor shall make arrangements to ensure reimbursement of PCP services provided by the client's nursing facility physician, for referrals, and for all services included in the Basic Benefits Package until the client is disenrolled from NHC, or effective with the first of the month the Department and Contractor agree that the client's level of care is custodial, which is earlier.

3.16.4 Definitions: The following definitions apply:

(a) Clients residing in a nursing facility in an assisted living situation, at a domiciliary or room and board rate, are not residents of the nursing facility. These clients receive room and board only. Clients receiving room and board services in a nursing facility shall not be disenrolled from NHC unless the Contractor determines that a change to custodial level of care is appropriate:

(b) For purposes of NHC, skilled nursing services are those nursing facility services provided to eligible clients which are skilled/rehabilitative in nature as defined by Medicare and the nursing facility admission is expected to be short term; and

(c) Custodial services are those nursing facility services as defined in 471 NAC and the nursing facility admission is expected to be of long term or permanent duration.

4.0 GOALS/MEASURES - CLIENT PARTICIPATION AND ENROLLMENT PROCESSES

4.1 Goal: Ensure that the PCP/Contractor is culturally diverse and sensitive to the cultural needs of the NHC clients in all aspects of the NHC.

4.1.1 Initial Measure: A workplan that identifies the Contractor's strengths and areas for improvement in the above stated goal, a proposed corrective action plan, and the method that will be utilized by the Contractor to evaluate the effectiveness of the activities.

The workplan shall address the Contractor's cultural sensitivity training for staff and providers, participation in/sponsorship of community events, increased numbers of culturally diverse staff and providers, as mutually agreed to by the parties and contingent upon availability of qualified, culturally diverse staff and providers, with definition of culturally diverse mutually agreed to by the parties. The workplan shall include specific activities, dates/times, targeted audiences, and designated staff responsible for the activity.

The initial workplan shall address the first two years of the contract, and shall be submitted and approved by the Department prior to July, 1999.

Proposed printed materials shall be included as part of the workplan, along with a timetable for development and printing that incorporates the requirement for review by the Department, and an anticipated distribution Contractor.

4.1.2 Ongoing Measure: A progress report that identifies the outcome of the proposed workplan identified above. The progress report shall be submitted and approved by the Department on a quarterly basis and shall address activities completed during the reporting period.

The Contractor shall be required to address specific issues, problems and how the Contractor resolved such issues in the quarterly report. The Department shall evaluate the Contractor's understanding of the requirement and how well the Contractor has incorporated the requirement into its daily operations.

4.1.3 Minimum Requirement: The Contractor shall be considered in compliance with this requirement as long as the procedures are effectively being utilized by the Contractor on an ongoing basis. The Contractor shall demonstrate compliance with all related NHC policy and procedures. The Department will not unreasonably withhold approval, and shall work with the Contractor to meet this requirement.

At a minimum, the Contractor shall complete at least one activity to promote cultural diversity and sensitivity on a quarterly basis. Contractor staff must receive cultural competency training on an annual basis.

4.2 Goal: Enhanced support for the client during the initial month(s) of enrollment to promote a smooth transition into managed care pursuant to 9.12.

4.2.1 Initial Measure: A workplan that identifies the Contractor's strengths and areas for improvement in the above stated goal, a proposed corrective action plan, and the method that will be utilized by the Contractor to evaluate the effectiveness of the activities.

The workplan shall include specific activities such as additional education opportunities or printed materials that address the appropriate use of managed care. The workplan shall describe how the Contractor will incorporate the special needs of the Medicaid population into the Contractor's operational and management activities such as "flexible" referral/prior authorization requirements, enhanced case management activities, and coordination activities with the EBS. The workplan shall include specific activities, dates/times, targeted audiences, and designated staff responsible for the activity.

The workplan shall also address the enhanced procedures required for the enrollment of clients in the blind/disabled categories, and the departmental ward/foster care categories pursuant to 9.5 of this contract.

The initial workplan shall address the Contractor's proposed activities for the first two years of the contract, and shall be submitted and approved by the Department prior to July, 1999.

Proposed printed materials shall be included as part of the workplan, along with a timetable for development and printing that includes the requirement for review by the Department, and an anticipated distribution Contractor.

4.2.2 Ongoing Measure: A progress report that identifies the outcome of the proposed workplan identified above. The progress report shall be submitted and approved by the Department on a quarterly basis and shall address activities completed during the reporting period.

The Contractor shall be required to address specific issues, problems and how the Contractor resolved such issues in the quarterly report. The Department shall evaluate the Contractor's understanding of the requirement and how well the Contractor has incorporated the requirement into its daily operations.

4.2.3 Minimum Requirement: The Contractor shall be considered in compliance with this requirement as long as the procedures are effectively being utilized by the Contractor on an ongoing basis. The Contractor shall demonstrate compliance with all related NHC policy and procedures. The Department will not unreasonably withhold approval, and shall work with the Contractor to meet this requirement.

4.3 Goal: Operational components that adequately address the challenges of providing managed health care to the client who, on the average, will not be in the NHC for an extended, or consistent period of time.

4.3.1 Initial Measure: A workplan that identifies the Contractor's strengths and areas for improvement in the above stated goal, a proposed corrective action plan, and the method that will be utilized by the Contractor to evaluate the effectiveness of the activities.

The workplan shall address the challenges of working with the Medicaid population, given the movement of the average client in and out of Medicaid and the NHC.

Include how these approaches will be incorporated into the Contractor's operational and management activities such as training for staff and providers, enhanced care management functions, innovative ways to promote continuity of care, and maintenance/coordination of medical records/medical history, etc. The workplan shall include specific activities, dates/times, targeted audiences, and designated staff responsible for the activity.

The workplan shall also address the enhanced procedures required for clients who are re-enrolled with the same PCP/Contractor within two months of disenrollment pursuant to 9.4 of this contract.

The initial workplan shall address the Contractor's proposed activities for the first two years of the contract, and shall be submitted and approved by the Department prior to July, 1999.

Proposed printed materials shall be included as part of the workplan, along with a timetable for development and printing that includes the requirement for review by the Department, and an anticipated distribution Contractor.

4.3.2 Ongoing Measure: A progress report that identifies the outcome of the proposed workplan identified above. The progress report shall be submitted and approved by the Department on a quarterly basis and shall address activities completed during the reporting period.

The Contractor shall be required to address specific issues, problems and how the Contractor resolved such issues in the quarterly report. The Department shall evaluate the Contractor's understanding of the requirement and how well the Contractor has incorporated the requirement into its daily operations.

4.3.3 Minimum Requirement: The Contractor shall be considered In compliance with this requirement as long as the procedures are effectively being utilized by the Contractor on an ongoing basis. The Contractor shall demonstrate compliance with all related NHC policy and procedures. The Department will not unreasonably withhold approval, and shall work with the Contractor to meet this requirement.

4.4 Goal: Operationalizing NHC procedures that promote the efficient and effective sharing of information between the Contractors, the EBS and the Department.

4.4.1 Initial Measure: A workplan that identifies the Contractor's strengths and areas for improvement in the above stated goal, a proposed corrective action plan, and the method that will be utilized by the Contractor to evaluate the effectiveness of the activities.

The workplan shall identify how the Contractor will incorporate use of the NHC forms and related procedures into its daily operations. The sharing of information, e.g., insurance, Medicare, birth information, waiver of enrollment/disenrollment-related issues, etc., is critical to the accurate reporting and determination of managed care participation. The Contractor shall identify its training protocols for staff on how the forms will be used, key contact personnel responsible for the efficient flow of information, and how the Contractor will evaluate the effectiveness of the NHC processes.

The initial workplan shall be submitted and approved by the Department prior to July, 1999. The Contractor's internal operations manual addressing the requirements shall be included with the initial workplan.

4.4.2 Ongoing Measure: A progress report that identifies the outcome of the proposed workplan identified above. The progress report shall be submitted and approved by the Department on a quarterly basis and shall address activities completed during the reporting period.

The Contractor shall be required to address specific issues, problems and how the Contractor resolved such issues in the quarterly report. The Department shall evaluate the Contractor's understanding of the requirement and how well the Contractor has incorporated the requirement into its daily operations.

4.4.3 Minimum Requirement: The Contractor shall be considered In compliance with this requirement as long as the procedures are effectively being utilized by the Contractor on an ongoing basis. The Contractor shall demonstrate compliance with all related NHC policy and procedures. The Department will not unreasonably withhold approval, and shall work with the Contractor to meet this requirement. All materials shall be reviewed by the Department prior to distribution.

4.5 Goal: Marketing and educational materials that are developed in appropriate formats that meet the needs of the client, and that are available in a timely manner, and in adequate supply.

4.5.1 Initial Measure: A workplan that identifies the Contractor's strengths and areas for improvement in the above stated goal, a proposed corrective action plan, and the method that will be utilized by the Contractor to evaluate the effectiveness of the activities.

The workplan shall identify key enrollment information such as member and provider handbooks, description of the benefit package, member services, provider directories, specialty/ancillary services, etc. The workplan shall describe how the Contractor will determine the needs of the client, e.g., reading level, languages, and other special needs., and that the materials are meeting the needs on an ongoing basis. The workplan shall include specific activities that it will utilize to determine the types/methods of communication required, e.g., census data, surveys of client population, work with advocate groups, etc., the appropriateness of the materials, e.g., focus groups, subcontracts for translations and interpreters, etc., and the designated staff responsible for the activity.

The initial workplan shall address the Contractor's proposed activities for the first two years of the contract, and shall be submitted and approved by the Department prior to July, 1999.

Proposed printed materials shall be included as part of the workplan, along with a timetable for development and printing that includes the requirement for review by the Department, and an anticipated distribution Contractor.

4.5.2 Ongoing Measure: A progress report that identifies the outcome of the proposed workplan identified above. The progress report shall be submitted and approved by the Department on a quarterly basis and shall address activities completed during the reporting period.

The Contractor shall be required to address specific issues, problems and how the Contractor resolved such issues in the quarterly report. The Department shall evaluate the Contractor's understanding of the requirement and how well the Contractor has incorporated the requirement into its daily operations.

4.5.3 Minimum Requirement: The Contractor shall be considered in compliance with this requirement as long as the procedures are effectively being utilized by the Contractor on an ongoing basis. The Contractor shall demonstrate compliance with all related NHC policy and procedure. The Department will not unreasonably withhold approval, and shall work with the Contractor to meet this requirement.

4.6 Goal: Enhanced activities that promote a woman's early access to the full array of pregnancy-related services to a pregnant woman and her unborn/newborn.

4.6.1 Initial Measure: A workplan that identifies the Contractor's strengths and areas for improvement in the above stated goal, a proposed corrective action plan, and the method that will be utilized by the Contractor to evaluate the effectiveness of the activities.

The workplan shall describe the Contractor's benefits, programs, case management, member services and follow-up care for a pregnant woman and her unborn/newborn. The workplan should describe how the Contractor will incorporate the following, and similar, unique aspects of Nebraska Medicaid:

(a) Where pregnancy-related services (e.g., prenatal, delivery and postpartum care) may require "open-ended" referrals for the mother for pregnancy-related services by the Contractor to a PCP specializing in obstetrics/gynecology (i.e., in situations where the mother receives services through the "eligibility" of her unborn who is enrolled with a pediatrician);

(b) The "splitting of claims between the traditional fee-for-service system and the Contractor, if the actual enrollment of the pregnant mother/unborn occurs during the time period the package of pregnancy-related services are provided;

(c) Multiple births; and

(d) Out-of-network deliveries.

The workplan shall also include a description of what measures the Contractor will utilize to ensure the following, and similar, situations:

(a) Early entry into prenatal care;

(b) Assistance for the pregnant woman to overcome various obstacles to obtaining prenatal care (e.g., lack of transportation, communication/language barriers, deafness, cultural barriers such as the woman cannot have a male examiner; and child care issues);

(c) Prenatal preventative health education programs or materials plan; and

(d) Referral system for, and provision of, non-obstetric problems that may develop during the course of the pregnancy, e.g., other medical conditions, mental health and substance abuse problems, social issues such as homelessness, domestic violence, etc.

The workplan shall include specific activities, educational or other marketing approaches that will be utilized and the designated staff responsible for the activity.

The initial workplan shall address the Contractor's proposed activities for the first two years of the contract, and shall be submitted and approved by the Department prior to July, 1999.

Proposed printed materials shall be included as part of the workplan, along with a timetable for development and printing that includes the requirement for review by the Department, and an anticipated distribution plan.

4.6.2 Ongoing Measure: A progress report that identifies the outcome of the proposed workplan identified above. The progress report shall be submitted and approved by the Department on a quarterly basis and shall address activities completed during the reporting period.

The Contractor should also include information on the service utilization, member services/case management, and any measurable data on the effect of the Contractor's outreach/provision of services on the outcome of the pregnancy.

The Contractor shall be required to address specific issues, problems and how the Contractor resolved such issues in the quarterly report. The Department shall evaluate the Contractor's understanding of the requirement and how well the Contractor has incorporated the requirement into its daily operations.

4.6.3 Minimum Requirement: The Contractor shall be considered in compliance with this requirement as long as the procedures are effectively being utilized by the Contractor on an ongoing basis. The Contractor shall demonstrate compliance with all related NHC policy and procedure. The Department will not unreasonably withhold approval, and shall work with the Contractor to meet this requirement.

At a minimum, the Contractor shall complete at least one activity to promote early access to a full array of pregnancy-related services on a quarterly basis. All clients identified by the Contractor as pregnant will receive outreach efforts within 30 days of the Contractor's awareness of the pregnancy.

4.7 Goal: Operationalizing NHC procedures that allow for the inclusion of legal representatives, advocates or HHS staff to participate in the client's overall enrollment and NHC activities, as appropriate.

4.7.1 Initial Measure: A workplan that identifies the Contractor's strengths and areas for improvement in the above stated goal, a proposed corrective action plan, and the method that will be utilized by the Contractor to evaluate the effectiveness of the activities.

The workplan shall identify how the Contractor will incorporate inclusion of legal representatives, advocates and HHS staff in the NHC activities. The Contractor shall identify its training protocols for staff and providers on this provision and how

the Contractor will evaluate the effectiveness of the requirement, and the Contractor's ability to work with the Medicaid client and others who are legally, or otherwise, responsible for assisting the client in the coordination of care and problem-resolution. The Contractor should identify staff responsible for coordinating such efforts.

The workplan shall identify any business protocols that address the above requirement and the extent to which the Contractor will go to work with the Medicaid population in resolving issues, and coordinating efforts with others involved with the client. The Contractor should also address applicable policies on confidentiality, case management, member services and how it will incorporate the concepts into its daily operations.

The initial workplan shall be submitted and approved by the Department prior to July, 1999. The Contractor's internal operations manual addressing the requirements shall be included with the initial workplan.

4.7.2 Ongoing Measure: A progress report that identifies the outcome of the proposed workplan identified above. The progress report shall be submitted and approved by the Department on a quarterly basis and shall address activities completed during the reporting period.

The Contractor shall be required to address specific issues, problems and how the Contractor resolved such issues. The Department shall evaluate the Contractor's understanding of the requirement and how well the Contractor has incorporated the requirement into its daily operations.

4.7.3 Minimum Requirement: The Contractor shall be considered In compliance with this requirement as long as the procedures are effectively being utilized by the Contractor on an ongoing basis. The Contractor shall demonstrate compliance with all related NHC policy and procedure. The Department will not unreasonably withhold approval, and shall work the Contractor to meet this requirement.

4.8 Goal: Operationalizing the NHC's methods of client notification and verification to assist the client and provider in establishing managed care participation.

4.8.1 Initial Measure: A workplan that identifies the Contractor's strengths and areas for improvement in the above stated goal, a proposed corrective action plan, and the method that will be utilized by the Contractor to evaluate the effectiveness of the activities.

The workplan shall demonstrate how the Contractor shall inform staff and providers of the Department's notification process to ensure that staff and providers are able to verify eligibility at the time of service. The Contractor shall include any proposed methods of educating the client about managed care eligibility and the importance of carrying the Identification Document as verification of managed care participation. Describe the Contractor and provider's ability to access eligibility either through the Contractor's procedures or by utilizing the Department's automated NMES line. Include routine and non-routine procedures the client should follow to access both the Contractor and PCP, and how this will be communicated to the client and provider.

The workplan shall also demonstrate the Contractor's procedure and method of notification to the client on the approval, denial or reduction of a service.

The initial workplan shall be submitted and approved by the Department prior to July, 1999. The Contractor's internal operations manual addressing the requirements shall be included with the initial workplan.

4.8.2 Ongoing Measure: A progress report that identifies the outcome of the proposed workplan identified above. The progress report shall be submitted and approved by the Department on a quarterly basis and shall address activities completed during the reporting period.

The Contractor shall be required to address specific issues, problems and how the Contractor resolved such issues. The Contractor shall report the number of calls received from clients who are attempting to verify enrollment with the Contractor, as well as the number of times the providers report that client's are not providing proper verification at the time of service delivery.

The Department shall evaluate the Contractor's understanding of the requirement and how well the Contractor has incorporated the requirement into its daily operations.

4.8.3 Minimum Requirement: The Contractor shall be considered In compliance with this requirement as long as the procedures are effectively being utilized by the Contractor on an ongoing basis. The Contractor shall demonstrate compliance with all related NHC policy and procedure. The Contractor will provide education to Primary Care Physicians on a quarterly basis. The Department will not unreasonably withhold approval, and shall work with the Contractor to meet this requirement.

4.9 Goal: The technological capability to receive and process the Enrollment Report (in the form of a data file) and have the information available by the first of the enrollment month.

4.9.1 Initial Measure: A workplan that identifies the Contractor's strengths and areas for improvement in the above stated goal, a proposed corrective action plan, and the method that will be utilized by the Contractor to evaluate the effectiveness of the activities.

The workplan should describe the Contractor's technical understanding of the enrollment report file layout, and how it will systematically process the information. The Contractor shall identify staff who will be responsible for receiving and implementing the data, and how the information will be shared with staff and providers.

The initial workplan shall be submitted and approved by the Department prior to July, 1999. The Contractor's internal operations manual addressing the requirements shall be included with the initial workplan.

4.9.2 Ongoing Measure: A progress report that identifies the outcome of the proposed workplan identified above. The progress report shall be submitted and approved by the Department on a quarterly basis and shall address activities completed during the reporting period.

The Contractor shall be required to address specific issues, problems and how the Contractor resolved such issues. The Contractor shall report the number of calls received from clients who are attempting to verify enrollment with the Contractor, as well as the number of times the providers report that client's are not providing proper verification at the time of service delivery.

The Department shall evaluate the Contractor's understanding of the requirement and how well the Contractor has incorporated the requirement into its daily operations.

The Department shall evaluate the Contractor's ability to provide the necessary resources to utilize the enrollment file layout and make the information available in a timely manner, given the Department's production schedule. The workplan shall address problems related to the enrollment file layout, and the Contractor's ability to resolve these problems effectively and in a timely manner.

4.9.3 Minimum Requirement: The Contractor shall be considered In compliance with this requirement as long as the procedures are effectively being utilized by the Contractor on an ongoing basis. The Contractor shall demonstrate compliance with all related NHC policy and procedure. The Department will not unreasonably withhold approval, and shall work with the Contractor to meet this requirement.

4.10 Goal: Operationalizing the procedure where a client who is hospitalized is enrolled or disenrolled with managed care, creating a situation of shared responsibility between the Contractor and the Department, for a defined period of time.

4.10.1 Initial Measure: A workplan that identifies the Contractor's strengths and areas for improvement in the above stated goal, a proposed corrective action plan, and the method that will be utilized by the Contractor to evaluate the effectiveness of the activities.

The workplan shall identify how the Contractor will incorporate the Department's hospitalization procedures into business operations. The Contractor shall identify any training protocols, and staff responsible for coordinating the above issue with the Department.

The workplan shall demonstrate how the Contractor shall inform staff and providers of the procedure. The Contractor shall include any proposed methods of educating the client about the requirement.

The initial workplan shall be submitted and approved by the Department prior to July, 1999. The Contractor's internal operations manual addressing the requirements shall be included with the initial workplan.

4.10.2 Ongoing Measure: A progress report that identifies the outcome of the proposed workplan identified above. The progress report shall be submitted and approved by the Department on a quarterly basis and shall address activities completed during the reporting period.

The Contractor shall be required to address specific issues, problems and how the Contractor resolved such issues. The Contractor shall report the number of calls received from clients who are attempting to verify enrollment with the Contractor, as

well as the number of times the providers report that client's are not providing proper verification at the time of service delivery.

The Department shall evaluate the Contractor's understanding of the requirement and how well the Contractor has incorporated the requirement into its daily operations, both in care management and claims payment. The Contractor shall be required to report hospitalization-related activities in the quarterly report.

4.10.3 Minimum Requirement: The Contractor shall be considered in compliance with this requirement as long as the procedures are effectively being utilized by the Contractor on an ongoing basis. The Contractor shall demonstrate compliance with all related NHC policy and procedure. The Department will not unreasonably withhold approval, and shall work with the Contractor to meet this requirement.

4.11 Goal: Enhanced operational procedures to deal with clients who have been auto-assigned and who come into the NHC uneducated about managed care.

4.11.1 Initial Measure: A workplan that identifies the Contractor's strengths and areas for improvement in the above stated goal, a proposed corrective action plan, and the method that will be utilized by the Contractor to evaluate the effectiveness of the activities.

The workplan shall demonstrate the Contractor's understanding of the auto-assignment process and the impact it shall have on member services, case management, and service utilization. The Contractor should describe any training protocols that it shall provide to staff and providers, and how it will coordinate the continuity of care issues for auto-assigned clients. The Contractor should also demonstrate its efforts to educate the client and coordinate related issues to ensure the client is not disadvantaged by the auto-assignment process.

The initial workplan shall be submitted and approved by the Department prior to July, 1999. The Contractor's internal operations manual addressing the requirements shall be included with the initial workplan.

4.11.2 Ongoing Measure: A progress report that identifies the outcome of the proposed workplan identified above. The progress report shall be submitted and approved by the Department on a quarterly basis and shall address activities completed during the reporting period.

The Contractor shall be required to address specific issues, problems and how the Contractor resolved such issues. The Contractor shall report the number of calls received from clients or providers with issues related to this requirement.

The Department shall evaluate the Contractor's understanding of the requirement and how well the Contractor has incorporated the requirement into its daily operations, both in care management and claims payment. The Contractor shall be required to report hospitalization-related activities in the quarterly report.

4.11.3 Minimum Requirement: The Contractor shall be considered in compliance with this requirement as long as the procedures are effectively being utilized by the Contractor on an ongoing basis. The Contractor shall provide outreach to all clients enrolled through the Auto-Assignment Process. The Contractor shall demonstrate compliance with all related NHC policy and procedure. The Department will not

unreasonably withhold approval, and shall work with the Contractor to meet this requirement.

4.12 Goal: Operationalizing the NHC's procedure for PCP/Contractor-Requested Transfers.

4.12.1 Initial Measure: A workplan that identifies the Contractor's strengths and areas for improvement in the above stated goal, a proposed corrective action plan, and the method that will be utilized by the Contractor to evaluate the effectiveness of the activities.

The workplan shall demonstrate the Contractor's understanding of the Transfer Procedures, and how the Contractor will implement the process. The Contractor should include any training or business protocols it will utilize to incorporate the transfer procedures into daily operations.

The initial workplan shall be submitted and approved by the Department prior to July, 1999. The Contractor's internal operations manual addressing the requirements shall be included with the initial workplan.

4.12.2 Ongoing Measure: A progress report that identifies the outcome of the proposed workplan identified above. The progress report shall be submitted and approved by the Department on a quarterly basis and shall address activities completed during the reporting period.

The Contractor shall be required to address specific issues, problems and how the Contractor resolved such issues, and to report transfer activity on a quarterly basis.

The Department shall evaluate the Contractor's understanding of the requirement and how well the Contractor has incorporated the requirement into its daily operations.

4.12.3 Minimum Requirement: The Contractor shall be considered In compliance with this requirement as long as the procedures are effectively being utilized by the Contractor on an ongoing basis. The Contractor shall demonstrate compliance with all related NHC policy and procedure. The Department will not unreasonably withhold approval, and shall work with the Contractor to meet this requirement.

4.13 Goal: Operationalizing the procedure for nursing facility admission, and coordinating the level of care determination and financial responsibility with the Department.

4.13.1 Initial Measure: A workplan that identifies the Contractor's strengths and areas for improvement in the above stated goal, a proposed corrective action plan, and the method that will be utilized by the Contractor to evaluate the effectiveness of the activities.

The workplan shall demonstrate the Contractor's understanding of the nursing facility procedures, and how the Contractor will implement the process. The Contractor shall include any training or business protocols it will utilize to incorporate the nursing facility procedures into daily operations.

The workplan shall demonstrate how the Contractor shall inform staff and providers of the procedure. The Contractor shall include any proposed methods of educating the client about the requirement.

The initial workplan shall be submitted and approved by the Department prior to July, 1999. The Contractor's internal operations manual addressing the requirements shall be included with the initial workplan.

4.13.2 Ongoing Measure: A progress report that identifies the outcome of the proposed workplan identified above. The progress report shall be submitted and approved by the Department on a quarterly basis and shall address activities completed during the reporting period.

The Contractor shall be required to address specific issues, problems and how the Contractor resolved such issues, and to report transfer activity on a quarterly basis.

The Department shall evaluate the Contractor's understanding of the requirement and how well the Contractor has incorporated the requirement into its daily operations, both in care management and claims payment. The Contractor shall be required to report hospitalization-related activities in the quarterly report.

4.13.3 Minimum Requirement: The Contractor shall be considered in compliance with this requirement as long as the procedures are effectively being utilized by the Contractor on an ongoing basis. The Contractor will identify and provide enhanced case management services to clients placed in a nursing facility for skilled or rehabilitative care. `The Contractor shall demonstrate compliance with all related NHC policy and procedure. The Department will not unreasonably withhold approval, and shall work with the Contractor to meet this requirement.

5.0 CONTRACTOR RESPONSIBILITIES - INTERFACE WITH ENROLLMENT BROKER SERVICES

5.0 Introduction: Enrollment Broker Services (EBS) provided for the NHC in the Designated Coverage Areas are provided through a contractual arrangement with the Lincoln/Lancaster County Health Department (i.e., Access Medicaid). Information contained in Article XI of this contract is primarily informational, but also identifies the interface that is required between the Contractor and the EBS. EBS requirements for Public Health Nursing (PHN) and related services are not intended to replace any of the Primary (PCP)/Contractor responsibilities; but, rather, to augment the overall coordination of care issues for the NHC client.

5.1 Overview of Enrollment Broker Services: The EBS is a contracted entity that completes the following NHC functions: initial client marketing, education, and outreach; enrollment activities; health assessment; health services coordination; public health nursing; Helpline services; client advocacy; and EBS satisfaction surveys. The EBS is required by contract to develop protocols, plans, and procedures to implement these functions. These protocols, plans, and procedures shall be prior approved by the Department.

5.1.1 EBS Functions: The EBS shall assist the client in the process of enrolling in the NHC and selecting his/her PCP/Contractor and in accessing and understanding all facets of the NHC. The EBS shall also assist in the transfer and waiver of enrollment/disenrollment of clients and in the coordination of support services throughout the provider network. EBS shall assist and support clients in their communities to achieve maximum health status and to fully participate as informed clients in the NHC.

5.1.2 Translation and Accommodations: The EBS shall provide access to translation and interpreter services and shall ensure that all necessary accommodations are made to ensure that the special needs of the NHC clients are addressed throughout the enrollment process.

5.2 Distribution of Informational and Marketing Materials: The EBS shall be responsible for the distribution of informational and marketing materials to the NHC client, as it relates to enrollment activities. The EBS shall ensure that any informational and marketing materials is completed in coordination with the Contractor and the Department and meet the following guidelines:

(a) All materials shall be developed in a manner that ensures a thorough understanding by the client and that a client's special needs (i.e., language barriers, disabilities, cultural/socioeconomic sensitivity, competency, reading level, etc.) are appropriately addressed;

(b) All printed materials must be in an easily understandable format at a fourth grade reading level;

(c) All methods of communication (e.g., written, oral, audio, video, interpreted, etc.) may be used;

(d) Materials on all NHC service components shall be distributed equitably and without bias to any particular Contractor;

(e) Materials shall be available in sufficient amounts for all clients and other interested parties to ensure client access to information;

(f) Materials shall clearly state information about NHC, ensuring the client has adequate information to make an "informed" selection and include all required information;

(g) Materials shall be reviewed and approved by the Department, i.e., designated staff and the Medicaid Advisory Group*;*

(h) The EBS shall provide documentation to the Department that the development of all orientation/educational materials included an external advisory review and that the external advisory group included clients and/or client advocates;

(i) The EBS shall review materials to ensure current and accurate representation of all NHC services, Contractor information and related Nebraska Medical Assistance Program (NMAP) services;

(j) The EBS shall update information as changes occur or as areas of concern/information are identified by the Department, Contractors, or clients;

(k) The EBS shall ensure that any client-specific information is treated confidentially;

(l) Publish or otherwise release client information only with the prior written approval of the Department;

(m) All materials shall clearly state that all necessary accommodations shall be made to assist the client; and

(n) Continue to explore innovative ways to communicate to the clients with special needs, e.g., a videotape that includes a person signing, with closed captions and in other languages.

5.3 Enrollment Activities: The EBS shall complete the following enrollment activities for mandatory clients (and also for potential mandatory clients, if requested), in coordination with the Contractor and the Department:

(a) Educate clients concerning the full range of Medicaid benefits, including all NHC options and covered services, including -

(1) A general explanation of NHC;

(2) Mandatory and excluded groups of clients;

(3) The purpose/benefits of managed care, including the "medical home" concept and the difference between fee-for-service and managed care;

(4) The role of the PCP;

(5) An explanation of how the client shall choose a PCP/Contractor;

(6) An explanation of auto-assignment;

(7) An explanation that the PCP/Contractor shall either provide or approve services included in the Basic Benefits Package;

(8) An explanation of the HEALTH CHECK (EPSDT) program, if age appropriate, including information on how to access screening services (health, dental, vision, and hearing);

(9) An explanation of services not covered under NHC and how the client may access these services;

(10) An explanation of those services which do not require any PCP/Contractor approval or prior authorization (e.g., family planning and emergency services);

(11) An explanation of the 24-hour Helpline and the availability of the TTY/TDD and interpreter services;

(12) An explanation of transfers and disenrollment;

(13) An explanation of client/provider rights and responsibilities;

(14) An explanation of the complaint/grievance/appeal/process; and

(15) An explanation of how to be an effective health care consumer;

(b) Provide the client with brochures, written materials, etc., explaining the NHC that are easily understood by the client, and developed in ways appropriate to meet the needs of the client;

(c) Provide an assessment of health and social needs;

(d) Assist the client or his/her legal representative in choosing a PCP/Contractor, based on a process, approved by the Department, that protects the client's right to choose and that is equitable and without bias to any particular Contractor; identifying any existing relationships with health care practitioners; and emphasizing the importance of prompt selection of a PCP/Contractor. The client is free to choose a PCP/Contractor from all available options; however, the EBS shall screen for the following and similar information;

(1) Geographical location of the client, his/her legal representative, significant family member(s), foster parent, child welfare worker, etc.

(2) Access (e.g., transportation issues);

(3) Medical need/provider specialty based on information provided by the client;

(4) Established utilization patterns based on information provided by the client;

(5) Family groupings;

(6) Current medical relationships, e.g., the client has received services from an enrolled PCP;

(7) Number of physicians in the geographical areas;

(8) Number of available slots per PCP; and

(9) Unique features about the PCP, e.g., skilled in foreign/sign language, preferences by a client's particular culture or religious beliefs, etc.

(e) The EBS shall assist the client in the resolution of problems relating to the accessibility of health care delivery, including but not limited to, identifying transportation service issues, language barriers, and handicap accessibility issues; and

(f) The EBS shall enter the PCP/Contractor selection on the Managed Care File. The Department shall notify the Contractor of all enrollments on the monthly enrollment report.

5.3.1 Contractor-Specific Printed Materials: The EBS shall provide the client with a provider directory and other information on covered services in the Basic Benefits Package (and also to potential mandatory clients, if requested).

5.3.2 Client-Requested Materials: The EBS shall also coordinate the following with the Contractor if the following, or similar, information is requested by the mandatory client or potential mandatory client:

(a) Client rights and responsibilities;

(b) Identity, location, qualifications and availability of health care providers that participate with the Contractor;

(c) Complaint, grievance and appeal procedures; and

(d) Information on covered items and services.

5.4 Enrollment Outreach: The EBS shall be responsible for the activities and associated marketing, informational, and educational materials which precede selection or assignment of a client to a PCP/Contractor. Enrollment outreach activities include, but are not limited to, mailings, follow-up, and orientations, conducted by telephone or in person, as appropriate to meet the needs of the client, e.g., use of an interpreter, etc. Outreach shall continue after auto-assignment, if the client did not have the opportunity to benefit from education about the NHC.

5.5 Health Assessment: The Health Assessment is designed to establish the client's basic health status and assist the EBS in identifying administrative enrollment, health and social issues. If utilized over time, it shall be used as a mechanism for the

Department to establish the impact of managed care on the overall health status of the Medicaid population enrolled in NHC.

5.5.1 Administration of the Health Assessment: The EBS shall administer the health assessment in a manner that is sensitive and responsive to each client's individual circumstances.

5.5.2 Health Assessment Results: The EBS shall review specified results of the health assessment with the client to enable the client to make an informed choice regarding a PCP/Contractor to best meet his/her needs. Information from the health assessment shall be sent to the client's Contractor who is responsible for sharing the information with the PCP for purposes of medical management of the client by the PCP/Contractor.

5.5.3 Health Assessment Indicators and Referrals: The status of indicators specified in the EBS protocols shall be discussed with the client. As medically indicated, the EBS shall immediately refer clients with certain indicators to the client's PCP if enrollment in the NHC is effective, and to available health services if the client is not enrolled in NHC. The EBS shall contact the PCP regarding the referral and work with the client to ensure follow-through with the referral.

5.6 Public Health Nursing (PHN): A major component of the NHC is Public Health Nursing (PHN). PHN shall provide a client-centered approach to achieve the maximum health status possible for each client enrolled in NHC and to ensure that the client experiences a seamless integrated health care delivery system that includes a variety of community resources known to affect health status outcomes.

5.6.1 Referrals to the PHN: Referrals to the PHN may be initiated by the PCP/Contractor, Department, or other appropriate individuals.

5.6.2 PHN as a Resource to the PCP/Contractor: The EBS is a resource to the PCP/Contractor and the client. The PHN component of the EBS provides a public health component to the delivery of health care services, and assists the PCP/Contractor when the client's environment interferes with a positive medical outcome. In providing this function, the EBS shall not perform home health or personal care aide activities.

5.6.3 PHN Coordination with PCP: The PHN component works as an extension of the PCP to improve the health and wellness of the client, but only after the PCP/Contractor has exercised his/her responsibilities.

5.7 Reasons for Referral: The EBS shall be responsible for promoting effective utilization of health resources to enable clients to better manage their own health care and to build community support systems by encouraging health, wellness, and a positive relationship with the PCP/Contractor. Intervention by the EBS may occur in, but is not limited to, the following situations:

(a) When the client is not effectively accessing or utilizing the NHC system, the EBS may assist the client through advocacy, assessment, issues-oriented liaison activities, and education;

(b) Serving as a resource to the PCP/Contractor in identifying other state and community-based agencies that provide vital health and social supports for clients;

(c) Assisting the PCP/Contractor in complying with federal requirements for HEALTH CHECK (EPSDT) services; and

(d) Assisting the PCP/Contractor in providing services to high-risk pregnant women and their infants, taking into account age, education, alcohol or drug use/abuse, weight, medical and psychosocial conditions and the need to ensure access to needed medical, social, educational and other services.

5.8 PHN Outreach: When determined necessary, the EBS shall schedule visits with the client/family. The visits may be performed at the Health and Human Services (HHS) local office, in the client's home, other mutually agreeable site, or by telephone, whichever is most expeditious and convenient to the client and the EBS.

5.9 PHN Needs Assessment: The EBS shall conduct an assessment of needs for each referral which shall include, but is not limited to -

(a) Medical conditions(s), illness and treatment history, current medications and treatment plans, assessment of compliance with prescribed treatments, and family medical histories;

(b) Previous medical providers and hospitalizations, both for assessment purposes and to ensure that appropriate records and information are transferred to a new provider and that proper client authorization for the transfer is obtained;

(c) The specific community and/or public services with which the client had existing or recent relationships; the existence of case manager(s) and/or recent relationships; and/or service case workers;

(d) A detailed family/individual assessment of medical, supportive, social needs, and behaviors which place the client at risk for disease, injury, or other barriers to health care, employment, or daily living requirements; and

(e) Provide specific follow-up education and referral/service planning regarding the specific issues, if any, which were raised by the PCP/Contractor at the time of the referral to the EBS.

5.10 Documentation of Requests for PHN Services: The EBS shall document each request for PHN. The EBS documentation shall include, but is not limited to, the following:

(a) The nature or extent of the problem;

(b) Attempts to resolve/triage the problem;

(c) Referrals or other evaluation already made on the client's behalf;

(d) An explanation of what action was requested and time frames; and

(e) Source of referral.

5.10.1 PCP Follow-up: The EBS shall contact the PCP within five working days of the request.

5.10.2 Development of a Care Plan: The PHN, in partnership with the client, PCP/Contractor, or other pertinent entities, shall develop a plan to address the needs identified in the assessment process to promote optimum levels of health and ensure the client is able to receive maximum benefits from medical intervention.

5.11 Coordination with the PCP/Contractor and Healthcare Delivery Team: The PHN shall, in partnership with the client, coordinate with the PCP/Contractor information obtained regarding health status, lifestyle, and other information relevant to case management of the individual client.

5.11.1 PCP/Contractor Consultation: The PHN shall present written reports and documentation to the PCP/Contractor, as appropriate, and consult in person or by telephone with the PCP/Contractor regarding the client according to established EBS protocols.

5.12 HEALTH CHECK (EPSDT) Outreach: HEALTH CHECK (EPSDT) services is a priority for the NHC and, as such, shall be emphasized whenever appropriate and feasible with families who have children age 20 and the younger. The EBS shall work cooperatively with the PCP/Contractor to:

(a) Promote preventive health care and encourage eligible children to receive HEALTH CHECK (EPSDT) screening examinations according to the American Academy of Pediatrics periodicity schedule. Target groups to focus on are -

(1) Newly Medicaid eligible children;

(2) Other Medicaid eligible children who have not had timely HEALTH CHECK (EPSDT) examinations; and

(3) Children from birth to their second birthday, particularly infants and toddlers that may need immunizations, lead level testing, developmental testing and hearing testing;

(b) Receive referrals from the PCP/Contractor regarding children who missed screening appointments without cancellation based on guidelines established by the Department; contact with families to determine barriers to care, to assist in rescheduling appointments, and to counsel families about keeping appointments;

(c) Receive referrals from the PCP/Contractor regarding children who are screened, referred for further diagnosis and/or treatment and who did not follow-up with treatment services per guidelines set forth by the Department; contact families to determine barriers to care and to assist the families in initiating care in a manner that is supportive to the family;

(d) Encourage all newly eligible children who have not had a screening examination to make an appointment for a health and dental screening. The family shall be counseled on the importance of health supervision and regular checkups and shall be assisted in removing barriers to care;

(e) If requested, assist families with appointment scheduling with the PCP and dentist, if the child is age three or older; and

(f) Complete a second contact or send a reminder if an examination is not scheduled in 30 days. The reason for declination shall be documented.

5.13 Helpline: The EBS shall establish a telephone Helpline to provide basic answers to client questions regarding the NHC. The Helpline shall be staffed and equipped in appropriate technologies, e.g., TTY/TDD and language services, etc., to accommodate the client needs. The Helpline shall:

(a) Respond to clients' questions about the NHC and facilitate referrals to community resources, as appropriate;

(b) Make reasonable efforts to resolve or otherwise respond to NHC issues raised by clients or providers, including but not limited to:

(1) Inquiries from NHC providers regarding the policies, procedures, and protocols of the NHC, as defined and provided by the Department;

(2) Problems related to services provided under the NHC. Resolution of this type of problem may require referral to the Department;

(c) Facilitate the resolution of nonclinical services disputes between clients and PCP/Contractor, in accordance with policy, procedures, and protocols of the NHC as defined and provided by the Department. This may include, but is not limited to:

(1) Unreasonable waiting periods of appointments;

(2) Dissatisfaction with specialty referrals;

(3) Unsatisfactory client/provider relationships;

(4) Unsatisfactory client/provider relationships; and

(d) Provide a mechanism for reporting complaints and client or PCP requests for transfers and disenrollments.

5.13.1 Helpline Availability: The Helpline shall be available to all NHC clients, PCP/Contractors and others. The EBS shall provide information to the Department and the Contractor on Helpline activities.

5.14 Client Satisfaction: The EBS shall conduct client satisfaction surveys to evaluate the availability, quality and outcome of care from the client's perspective. The surveys shall identify and allow investigation of sources of dissatisfaction, permit action to be taken on findings and provide information to the Department and the PCP/Contractor.

Satisfaction surveys shall focus on, but is not limited to, the following areas and shall be conducted at a minimum of not less than annually:

(a) Access to care;

(b) Utilization;

(c) Coordination of care;

(d) Continuity of care;

(e) Health education;

(f) Quality of care;

(g) Understanding of cultural differences; and

(h) Respect afforded the client and/or family.

5.14.1 Survey Method/Results: The survey instrument shall be administered as a questionnaire (either in person, by mail or in other appropriate forms to meet the client's needs), a telephone survey, focus groups and complaint logs. The EBS shall submit reports on the surveys according to Departmental requirements. Survey results will be shared with the Contractors, according to Department guidelines.

5.14.2 Survey Tool: The EBS shall develop or utilize already existing tools and develop a program with measurable goals and objectives. The Department shall approve the process and survey tool prior to its use, and will work cooperatively with the Contractor and EBS in developing the client satisfaction survey process.

5.15 Client Advocacy: The EBS shall be required to provide general advocacy services on behalf of clients. This component of the EBS shall be incorporated into the entire array of activities performed by the EBS.

5.15.1 Advocacy Functions: Handling of client and provider complaints is a primary function of the EBS and requires a client advocacy approach to the resolution. The EBS is responsible for the components of client advocacy, including but not limited to:

(a) Receipt of client complaints from all sources. The EBS shall respond to all client complaints according to guidelines established by the Department. The EBS shall attempt to resolve any conflicts with the PCP/Contractor when in the client's best interest. EBS shall maintain a client complaint log, which shall be approved by the Department. All client complaints shall be handled by the EBS and resolved in the least restrictive manner possible;

(b) When complaints cannot be resolved through the EBS, the EBS shall advise the client of his/her rights and responsibilities to pursue complaints, and grievances, including requesting a fair hearing. The EBS shall also inform the client of the availability of the State Ombudsman Office; and

(c) Appeals to the Department regarding any adverse decision made by the Department or its designee may be formally requested through the local HHS office. The EBS shall advise the client of the appeal process available under 465 NAC, when complaints cannot be resolved.

5.16 Lock-In Procedures: Lock-in is a method used by the Department to limit the medical services of a client who has been determined to be abusing or overutilizing services provided by the Department without infringing on the client's choice of providers.

5.16.1 Enrollment for a "Lock-In" Client: The client shall complete standard enrollment activities for the NHC. Enrollment into the NHC may change the client's previous lock-in categories of pharmacy, primary physician and hospital, or identify through the EBS/PHN that a new lock-in status for the client is recommended. The EBS shall complete the necessary information pertaining to a client's lock-in status, at the time of enrollment.

5.16.2 Transfer for a "Lock-in" Client: A "lock-in" client may transfer from one PCP/Contractor to another pursuant to this contract.

6.0 GOALS/MEASURES - INTERFACE WITH ENROLLMENT BROKER SERVICES

6.1 Goal: Coordination between the Department, the Contractor and the EBS for the provision of easy-to-understand Contractor-related materials that are available to the EBS in a timely manner to ensure an effective, informative enrollment with the client.

6.1.1 Initial Measure: A workplan that identifies the Contractor's strengths and areas for improvement in the above stated goal, a proposed corrective action plan, and the method that will be utilized by the Contractor to evaluate the effectiveness of the activities.

The workplan shall describe the Contractor's overall marketing approach, i.e., proposed materials, development and printing requirements and timelines. The Contractor shall include a description of the materials that it intends to distribute to the client prior to enrollment, during enrollment and after enrollment the Contractor shall indicate its ability to have materials ready for distribution by July, 1999, and staff responsible for these activities with the Department and the EBS.

The workplan shall describe how the Contractor proposes to work in a productive manner with the EBS and the Department in the development of the enrollment-related materials and compliance with the Department's the NHC Marketing Criteria Procedure Guide and the Departmental Review Procedures.

The initial workplan shall address the first two years of the contract, and shall be submitted and approved by the Department prior to July, 1999.

Proposed printed materials shall be included as part of the workplan, along with a timetable for development and printing that incorporates the requirement for review by the Department, and an anticipated distribution plan.

6.1.2 Ongoing Measure: A progress report that identifies the outcome of the proposed workplan identified above. The progress report shall be submitted and approved by the Department on a quarterly basis and shall address activities completed during the reporting period.

The Contractor shall be required to address specific issues, problems and how the Contractor resolved such issues in the quarterly report. The Department shall evaluate the Contractor's understanding of the requirement and how well the Contractor has incorporated the requirement into its daily operations.

The Department shall also evaluate the Contractor's outreach and educational efforts, quality of materials, the ability of the Contractor to provide quick turnaround on revisions and maintain accurate information.

6.1.3 Minimum Requirement: The Contractor shall be considered in compliance with this requirement as long as the procedures are effectively being utilized by the Contractor on an ongoing basis. The Contractor shall demonstrate compliance with

all related NHC policy and procedure. The Department will not unreasonably withhold approval, and shall work with the Contractor to meet this requirement.

6.2 Goal: Utilize the Health Assessment Information to provide improved care management, member services and coordination of health issues with the client and PCP.

6.2.1 Initial Measure: A workplan that identifies the Contractor's strengths and areas for improvement in the above stated goal, a proposed corrective action plan, and the method that will be utilized by the Contractor to evaluate the effectiveness of the activities.

The workplan shall describe the Contractor's ability to receive the health assessment information, and how the Contractor proposes to utilize the information provided, e.g., outreach, coordination with member services, case management, disease state management, coordination with the PCP, client education, etc.

The workplan shall identify staff responsible for the receipt, operationalization of the information and a flowchart describing how the information will be shared among the staff and providers. The Contractor should also identify how it will communicate with the EBS on the receipt of the information, and coordination of case management issues.

The initial workplan shall address the first two years of the contract, and shall be submitted and approved by the Department prior to July, 1999.

The Contractor's internal operations manual addressing the requirements shall be included with the initial workplan.

6.2.2 Ongoing Measure: A progress report that identifies the outcome of the proposed workplan identified above. The progress report shall be submitted and approved by the Department on a quarterly basis and shall address activities completed during the reporting period.

The Contractor shall be required to address specific issues, problems and how the Contractor resolved such issues in the quarterly report. The Department shall evaluate the Contractor's understanding of the requirement and how well the Contractor has incorporated the requirement into its daily operations.

The Contractor shall be required to report the activities associated with the receipt of the health assessment information and any outcomes resulting from its use in the quarterly report.

6.2.3 Minimum Requirement: The Contractor shall be considered in compliance with this requirement as long as the procedures are effectively being utilized by the Contractor on an ongoing basis. The Contractor shall demonstrate compliance with all related NHC policy and procedure, The Department will not unreasonably withhold approval, and shall work with the Contractor to meet this requirement.

6.3 Goal: Incorporate the PHN functions in the Contractor's operational activities to ensure enhanced coordination of healthcare and social issues for the Medicaid client.

6.3.1 Initial Measure: A workplan that identifies the Contractor's strengths and areas for improvement in the above stated goal, a proposed corrective action plan, and the method that will be utilized by the Contractor to evaluate the effectiveness of the activities.

The workplan shall describe how the Contractor will coordinate the PHN functions with the PCP, as well as the Contractor's member services and case management components.

The workplan shall describe the Contractor's ability to coordinate activities with the PHN, and how the Contractor proposes to utilize the information provided, e.g., outreach, coordination with member services, case management, disease state management, coordination with the PCP, client education, etc.

The workplan shall identify staff responsible for the receipt, operationalization of the information and a flowchart describing how the information will be shared among the staff and providers. The Contractor should also identify how it will communicate with the EBS on the receipt of the information, and coordination of case management issues.

The workplan shall demonstrate the Contractor's understanding of the PHN concept and how it will train staff and providers in operationalizing the coordination of healthcare and social issues with the PHN.

The initial workplan shall address the first two years of the contract, and shall be submitted and approved by the Department prior to July, 1999.

The Contractor's internal operations manual addressing the requirements shall be included with the initial workplan.

6.3.2 Ongoing Measure: A progress report that identifies the outcome of the proposed workplan identified above. The progress report shall be submitted and approved by the Department on a quarterly basis and shall address activities completed during the reporting period.

The Contractor shall be required to address specific issues, problems and how the Contractor resolved such issues in the quarterly report. The Department shall evaluate the Contractor's understanding of the requirement and how well the Contractor has incorporated the requirement into its daily operations.

The Contractor shall be required to report the activities associated with the PHN functions and any outcomes resulting from its use in the quarterly report.

6.3.3 Minimum Requirement: The Contractor shall be considered in compliance with this requirement as long as the procedures are effectively being utilized by the Contractor on an ongoing basis. The Contractor shall demonstrate compliance with all related NHC policy and procedure. The Department will not unreasonably withhold approval, and shall work with the Contractor to meet this requirement.

6.4 Goal: Coordinated effort between the Contractor and the EBS in complying with HEALTH CHECK (EPSDT) requirements.

6.4.1 Initial Measure: A workplan that identifies the Contractor's strengths and areas for improvement in the above stated goal, a proposed corrective action plan, and the method that will be utilized by the Contractor to evaluate the effectiveness of the activities.

The workplan shall describe the Contractor's activities in meeting the HEALTH CHECK (EPSDT) requirements and how the Contractor will coordinate the required screening, diagnostic and treatment activities with the EBS.

The workplan shall demonstrate the Contractor's understanding of the HEALTH CHECK (EPSDT) requirements and how it will train staff and providers. Utilizing the EBS as an extension of the PCP/Contractor responsibilities in this area, how will the Contractor operationalize the EBS functions. The Contractor shall identify staff responsible for implementing and monitoring the HEALTH CHECK (EPSDT) activities and how the Contractor will evaluate the success of their HEALTH CHECK (EPSDT) program.

The workplan should identify how it will coordinate HEALTH CHECK (EPSDT) activities with the EBS.

The workplan shall describe how the Contractor will coordinate the HEALTH CHECK (EPSDT) requirements with the PCP in the Contractor's network, as well as the Contractor's member services and case management components.

The workplan shall describe the Contractor's ability to coordinate activities with the EBS, and how the Contractor proposes to utilize the information provided, e.g., outreach, coordination with member services, case management, disease state management, coordination with the PCP, client education, etc.

The workplan shall identify staff responsible for the receipt, operationalization of the information and a flowchart describing how the information will be shared among the staff and providers. The Contractor should also identify how it will communicate with the EBS on the receipt of the information, and coordination of case management issues.

The initial workplan shall address the first two years of the contract, and shall be submitted and approved by the Department prior to July, 1999.

Proposed printed materials shall be included as part of the workplan, along with a timetable for development and printing that incorporates the requirement for review by the Department, and an anticipated distribution plan.

The Contractor's internal operations manual addressing the requirements shall be included with the initial workplan.

6.4.2 Ongoing Measure: A progress report that identifies the outcome of the proposed workplan identified above. The progress report shall be submitted and approved by the Department on a quarterly basis and shall address activities completed during the reporting period.

The Contractor shall be required to address specific issues, problems and how the Contractor resolved such issues in the quarterly report. The Department shall

evaluate the Contractor's understanding of the requirement and how well the Contractor has incorporated the requirement into its daily operations.

The Contractor shall be required to report the activities associated with the EBS functions and any outcomes resulting from its use in the quarterly report.

6.4.3 Minimum Requirement: The Contractor shall be considered in compliance with this requirement as long as the procedures are effectively being utilized by the Contractor on an ongoing basis. The Contractor shall demonstrate compliance with all related NHC policy and procedure. The Department will not unreasonably withhold approval, and shall work with the Contractor to meet this requirement.

The Department shall evaluate the Contractor's ability to conceptualize and operationalize the HEALTH CHECK (EPSDT)requirements. The Contractor will be required to report HEALTH CHECK (EPSDT) activities and outcomes in the quarterly report.

6.5 Goal: Resolution of Helpline issues reported to the Contractor by the EBS, and the incorporation of the Helpline functions into the Contractor's operational activities to ensure enhanced coordination of healthcare and social issues for the Medicaid client.

6.5.1 Initial Measure: A workplan that identifies the Contractor's strengths and areas for improvement in the above stated goal, a proposed corrective action plan, and the method that will be utilized by the Contractor to evaluate the effectiveness of the activities.

The workplan shall describe how the Contractor will coordinate the Helpline functions with the PCP and specialty/ancillary providers in the Contractor's network, as well as the Contractor's member services and case management components.

The workplan shall describe the Contractor's ability to coordinate activities with the Helpline staff, and how the Contractor proposes to utilize the information provided, e.g., outreach, coordination with member services, case management, coordination with the PCP, client education, complaint and grievances, etc.

The workplan shall identify staff responsible for the receipt, operationalization of the information and a flowchart describing how the information will be shared among the staff and providers. The Contractor should also identify how it will communicate with the EBS on the receipt of the information, and coordination of case management issues.

The workplan shall demonstrate the Contractor's understanding of the Helpline concept and how it will train staff and providers in operationalizing the coordination of healthcare and social issues with the EBS.

The initial workplan shall address the first two years of the contract, and shall be submitted and approved by the Department prior to July, 1999. The Contractor's internal operations manual addressing the requirements shall be included with the initial workplan.

6.5.2 Ongoing Measure: A progress report that identifies the outcome of the proposed workplan identified above. The progress report shall be submitted and

approved by the Department on a quarterly basis and shall address activities completed during the reporting period.

The Contractor shall be required to address specific issues, problems and how the Contractor resolved such issues in the quarterly report. The Department shall evaluate the Contractor's understanding of the requirement and how well the Contractor has incorporated the requirement into its daily operations.

The Contractor shall be required to report the activities associated with the Helpline functions and any outcomes resulting from its use in the quarterly report.

6.5.3 Minimum Requirement: The Contractor shall be considered in compliance with this requirement as long as the procedures are effectively being utilized by the Contractor on an ongoing basis. The Contractor shall demonstrate compliance with all related NHC policy and procedure. The Department will not unreasonably withhold approval, and shall work with the Contractor to meet this requirement.

6.6 Goal: Incorporation of the principles of "client advocacy" in the Contractor's operation and management activities to promote a coordination of healthcare and social issues for the Medicaid client.

6.6.1 Initial Measure: A workplan that identifies the Contractor's strengths and areas for improvement in the above stated goal, a proposed corrective action plan, and the method that will be utilized by the Contractor to evaluate the effectiveness of the activities.

The workplan shall describe how the Contractor will incorporate client advocacy into its operation and management activities, and how it will promote such principles with the PCP and specialty/ancillary providers in the Contractor's network, as well as the Contractor's member services and case management components.

The workplan shall describe the Contractor's ability to coordinate activities with the EBS in carrying out the advocacy functions, and how the Contractor proposes to utilize the information provided by the EBS, e.g., outreach, coordination with member services, case management, coordination with the PCP, client education, complaint and grievances, etc.

The workplan shall identify staff responsible for the receipt, operationalization of the information and a flowchart describing how the information will be shared among the staff and providers. The Contractor should also identify how it will communicate with the EBS on the receipt of the information, and coordination of case management issues.

The workplan shall demonstrate the Contractor's understanding of the advocacy principles, and how it will train staff and providers in operationalizing the coordination of healthcare and social issues with the EBS.

The workplan shall describe how issues will be identified, tracked and monitored for timely resolution and coordination between the Contractor, the PCP, EBS and the Department.

The initial workplan shall address the first two years of the contract, and shall be submitted and approved by the Department prior to July, 1999.

The Contractor's internal operations manual addressing the requirements shall be included with the initial workplan.

6.6.2 Ongoing Measure: A progress report that identifies the outcome of the proposed workplan identified above. The progress report shall be submitted and approved by the Department on a quarterly basis and shall address activities completed during the reporting period.

The Contractor shall be required to address specific issues, problems and how the Contractor resolved such issues in the quarterly report. The Department shall evaluate the Contractor's understanding of the requirement and how well the Contractor has incorporated the requirement into its daily operations.

6.6.3 Minimum Requirement: The Contractor shall be considered in compliance with this requirement as long as the procedures are effectively being utilized by the Contractor on an ongoing basis. The Contractor shall demonstrate compliance with all related NHC policy and procedure. The Department shall evaluate the Contractor based on its understanding of the concept of client advocacy, the unique needs of the Medicaid population, and how it incorporates the requirement into daily operations. The Contractor will be required to report all related activities in the quarterly report. The Department will not unreasonably withhold approval, and shall work with the Contractor to meet this requirement.

At a minimum, the Contractor shall complete at least one activity to promote client advocacy on a quarterly basis. The Contractor shall be actively involved in community work directly related to identified target populations.

6.7 Goal: Coordination with the EBS and the Department to identify and facilitate the "lock-in" of a client. Operationalizing the procedure when a client is "locked-in" to a particular provider.

6.7.1 Initial Measure: A workplan that identifies the Contractor's strengths and areas for improvement in the above stated goal, a proposed corrective action plan, and the method that will be utilized by the Contractor to evaluate the effectiveness of the activities.

The workplan shall identify how the Contractor will incorporate the Department's lock-in procedures into business operations. The Contractor shall identify any training protocols, and staff responsible for coordinating the above issue with the Department.

The workplan shall demonstrate how the Contractor shall inform staff and providers of the procedure. The Contractor shall include any proposed methods of educating the client about the requirement.

The initial workplan shall be submitted and approved by the Department prior to July, 1999.

The Contractor's internal operations manual addressing the requirements shall be included with the initial workplan.

6.7.2 Ongoing Measure: A progress report that identifies the outcome of the proposed workplan identified above. The progress report shall be submitted and approved by the Department on a quarterly basis and shall address activities completed during the reporting period.

The Contractor shall be required to address specific issues, problems and how the Contractor resolved such issues.

The Department shall evaluate the Contractor's understanding of the requirement and how well the Contractor has incorporated the requirement into its daily operations, both in care management and claims payment. The Contractor shall be required to report lock-in related activities in the quarterly report.

6.7.3 Minimum Requirement: The Contractor shall be considered in compliance with this requirement as long as the procedures are effectively being utilized by the Contractor on an ongoing basis. The Contractor shall demonstrate compliance with all related NHC policy and procedure. The Department will not unreasonably withhold approval, and shall work with the Contractor to meet this requirement.

7.0 CONTRACTOR RESPONSIBILITIES - THE PROVISION OF THE BASIC BENEFITS PACKAGE

7.1 Introduction: Article XIII sets forth the responsibilities of the Contractor in delivering the Basic Benefits Package to the Nebraska Health Connection (NHC) client.

7.2 Governing NHC Regulations: In developing a program for the delivery of the Basic Benefits Package, and all related aspects of the NHC, pursuant to this contract, the Contractor shall incorporate the information contained in this contract, 471 NAC, which defines in detail the minimum service provisions required for the NHC under the Nebraska Medical Assistance Program (NMAP), and 482 NAC, which defines the policy and procedures for the NHC. Titles 471 and 482 shall be revised to agree with the requirements contained in this contract.

7.3 Contractor Relationship to PCP: While the PCP is responsible for providing the client a "medical home" and ensuring appropriate health care services, the Contractor, as the contracting entity with the Department, assumes primary administrative and operational responsibility for the development and implementation of the NHC programmatic requirements.

7.3.1 Functionality of the PCP: The client chooses or is assigned to a Primary Care Physician (PCP). The PCP is the physician who provides a "medical home" for the client and is responsible for referrals for all medically necessary services. PCPs may participate in one or all of the HMOs, and/or in the Primary Care Case Management (PCCM) Network. The PCP shall be a Medicaid-enrolled provider. A specialty care physician may function in an extended capacity with the PCP in certain circumstances with Contractor approval pursuant to this contract.

7.3.2 Types of Providers: To participate in the NHC, a PCP shall be a primary care physician whose primary expertise is in family practice; general practice; pediatrics; internal medicine; or obstetrics/gynecology, as identified as the primary specialty in the Department's Provider File System. These five specialties shall be available for the client to choose as his/her PCP in either the HMO or PCCM Network.

7.4 Teaching Clinics: For teaching clinics, the client shall choose the facility's attending physician in the teaching clinic as the PCP, even though the clinic's resident actually provides care to the client. This attending physician shall supervise and sign off on all medical care provided to the client.

7.5 Designated Specialty Care Physicians: An appropriate specialist shall be allowed to function in an extended capacity with the PCP for clients with chronic conditions requiring specialty care.

7.5.1 EBS Facilitated Request: The following procedures apply when a client, PCP/Contractor, or other person on behalf of the client requests such as arrangement pursuant to this contract:

(a) The requester shall contact the EBS and provide documentation, in the form of a letter, of the reason(s) for the request;

(b) The EBS shall review the documentation and conduct any additional inquiry to clearly establish the reason(s) for request;

(c) The EBS shall submit the request to the Contractor within two days of the request;

(d) The Contractor shall approve or deny the request within five working days and respond to the EBS, along with written justification if the Contractor denies the request, and alternatives for the client to consider such as expanded consultative services;

(e) The EBS shall inform the Department of the Contractor decision;

(f) The Department shall notify the client of the decision. The Contractor shall notify the PCP and specialist; and

(g) The Contractor shall monitor the effectiveness of the PCP and specialist in providing continuity of care for the client.

7.5.2 Department Initiated Request: If the request is initiated by or made to the Department, the request will be forwarded to the EBS within five working days.

7.5.3 Contractor Responsibility: The request for a designated specialty care physician to function as a PCP shall be the decision of the Contractor. The following shall be considered by the Contractor in accommodating the client's needs:

(a) An "open referral" between the PCP and specialist, and shall monitor the overall continuity of care. The PCP for the client does not change, only the shared responsibility and ease of referral patterns between the PCP and the designated specialist, under the Contractor's oversight; and

(b) Providing consultative services to the PCP and/or specialist for certain experience-sensitive conditions, e.g., HIV/AIDS.

7.5.4 Enhanced Functions of the PCP Specialist: The designated specialty care physician shall have enhanced functions for clients with special health care needs designated upon review and concurrence of the Primary Care Physician (PCP), the specialist and the Contractor. The designation of the specialty care physician allows for greater continuity of care between the PCP and specialty care physician, such as open referrals, shared PCP responsibilities, etc.

7.5.5 Case-Specific Provision: While this provision is written as an alternative to be utilized by the Contractor, the Department has a general expectation that the Contractor shall provide all necessary specialty and consultative services as a matter of practice. This provision is to facilitate a more complex, case-specific, approach for a client with special medical needs.

7.5.6 Case-Specific Reporting: The Contractor shall report all such "facilitative" arrangements to the Department.

7.6 Limit on Number of Enrollees: Under the contractual responsibilities of the Contractor, the Contractor shall ensure that the PCP is allowed to care for no more than 1500 Medicaid clients. The Contractor shall also ensure that when a PCP employs one or more physician extenders (i.e., nurse practitioners, physician assistants, certified nurse midwives, second-year and third-year residents), the PCP shall care for no more than an additional 500 clients, for a total of 2000 Medicaid clients. This allowable limit is referred to as PCP "slots". The Contractor shall maintain accurate information about the number of allowable slots for each PCP in the Department's Provider Network File.

7.7 PCP Qualifications and Responsibilities: Under the contractual responsibilities of the Contractor, the Contractor shall ensure that the PCP:

(a) Be a Medicaid-enrolled physician and agree to comply with all pertinent Medicaid regulations pursuant to 471 NAC;

(b) Sign a contract with the Contractor as a PCP which explains the PCP's responsibilities and compliance with the following NHC requirements;

(1) Treat NHC clients in the same manner as other patients;

(2) Provide the Basic Benefits Package per 471 NAC to all clients who choose or are assigned to the PCP's practice according to the Enrollment Report and comply with all requirements for referral management, prior-authorization and prior-approval;

(3) Coordinate appropriate referrals when medically necessary to services that typically extend beyond those services provided directly by the PCP, including but not limited to specialty services, emergency room services, hospital services, nursing services, mental health/substance abuse (MH/SA), ancillary services, public health services, and other community based agency services, and ensure that such services are provided by Medicaid-enrolled providers;

(4) As appropriate, work cooperatively with specialists, consultative services and other facilitated care situations for special needs clients such as accommodations for the deaf and hard of hearing, experience-sensitive conditions such as HIV/AIDS, self-referrals for women's health services, family planning services, etc.;

(5) Provide continuous access to PCP services and necessary referrals of urgent or emergent nature available 24-hour, 7 days per week, access by telephone to a live voice (an employee of the PCP or an answering service) or an answering machine that shall immediately page an on-call medical professional so that referrals can be made for non-emergency services or so information can be given about accessing services or procedures for handling medical problems during non-office hours;

(6) Not refuse an assignment or disenroll a client or otherwise discriminate against a client solely on the basis of age, sex, race, physical or mental

handicap, national origin, type of illness or condition, except when that illness or condition can be better treated by another provider type;

(7) Ensure that ADA requirements and other appropriate technologies are utilized in the daily operations of the physician's office, e.g., TTY/TDD and language services, etc., to accommodate the client's special needs;

(8) Request transfer of the client to another PCP only for the reasons pursuant to this contract, and continue to be responsible for the client as a patient until another PCP is chosen or assigned;

(9) Notify the Contractor in a timely manner so that an Interim PCP can be assigned if disenrolling from participation in the NHC;

(10) Maintain a medical record for each client and comply with the requirement to coordinate the transfer of medical record information if the client changes to another PCP;

(11) Utilize the Enrollment Broker Services and Public Health Nursing components of the NHC pursuant to this contract, as appropriate;

(12) Maintain a communication network that provides necessary information to any MH/SA services provider as frequently as necessary based on the client's needs. Many MH/SA services require concurrent and related medical services, and vice versa, such as, but are not limited to anesthesiology, laboratory services, EKGs, EEGs, and scans. The responsibility for coordinating services between the Basic Benefits Package and the MH/SA services, and in sharing and coordinating case management activities, is shared by providers in both areas.

The PCP shall coordinate the provision, authorization and the continuity of care, and the Contractor shall monitor overall coordination between these two service areas, i.e., medical/surgical and MH/SA.. The Contractor shall ensure that the PCP is knowledgeable about the MH/SA and other similar services and ensure that appropriate referrals are made to meet the needs of the client;

(13) Communicate with agencies including, but not limited to, local public health agencies for the purpose of participating in immunization registries and programs, e.g., Vaccine for Children, communications regarding management of infectious or notifiable diseases, cases involving children with lead poisoning, special education programs, early intervention programs, etc.;

(14) Comply with all disease notification laws in the State;

(15) Provide information to the Department as required;

(16) Inform clients about all treatment options, regardless of cost or whether such services are covered by the Nebraska Medical Assistance Program (NMAP); and

(17) Provide accurate information to the Contractor in a timely manner, so that PCP information can be exchanged with the Department, via the Provider Network File.

7.8 PCP Disenrollment: The Contractor shall allow the PCP to voluntarily disenroll from participation in the NHC. If the PCP is disenrolled from NHC, s/he may remain active as a Medicaid provider on a fee-for-service basis for clients not participating in the NHC, if all Department regulations continue to be met. The disenrollment shall be reported by the Contractor on the Provider Network File.

7.9 Interim PCP Assignment: The Contractor shall be responsible for assigning an Interim PCP in the following situations:

(a) The PCP has terminated his/her participation with the Contractor, e.g., PCP retires, leaves practice, dies, no longer participates in managed care;

(b) The PCP is still participating with the Contractor but is not participating at a specific location, i.e., change in location only; or

(c) The Contractor also assigns interim PCPs in cases where EBS notifies of an immediate need.

7.9.1 Contractor Responsibilities: The Contractor shall be responsible for the following:

(a) Ensuring a smooth transition for the client through the assignment of an "Interim PCP"; and

(b) Immediately notifying the client, by mail or by telephone, that the client is being temporarily assigned to another PCP with the same Contractor and that the new PCP shall be responsible for meeting the client's health care needs until a transfer can be completed/activated by the EBS.

7.9.2 Activating the Interim PCP: The actual transfer of the client from the client's current PCP to the Contractor-designated Interim PCP will be accomplished by the Contractor and the Department via an exchange of information that will systematically be loaded into the Managed Care File by the Department. This information will be provided by the Contractor to the Department at the time the client letter is sent out. The Department shall process the transfer immediately upon receipt of the information the first month possible, given system cutoff.

7.9.3 Client Choice: The client can change the "interim" transfer at any time, by following standard transfer procedures.

7.9.4 PCP Change in Location: If a PCP changes location, the Contractor, after considering the needs of the client, may use its judgment in determining whether the client should be moved with the PCP or remain with a different PCP at the same location.

7.9.5 PCP Moves Out-of-State: If the PCP has actually moved out-of-state, and the PCP is no longer within coverage distance to the client, the Contractor shall treat the PCP as a terminated PCP.

7.9.6 Notification on NMES: The Department, based on a termination date on the Provider Network File, shall automatically change the name of the PCP on the NHC Identification (ID) Document and on the Nebraska Medical Eligibility System (NMES) to indicate "Call your Contractor". This shall allow the Contractor to work with the client in applying the interim PCP regulations, if applicable.

7.9.7 Change in Provider Number: In situations where a provider changes his/her Medicaid provider number, the Contractor is not required to notify the client. The Department shall automatically make the change from the old number to the new number, as soon as the number change is identified, i.e., on a nightly basis.

7.9.8 Contractor Restriction: If a Contractor becomes aware of a client's desire to change the PCP and/or Contractor, the Contractor shall refer the client to the EBS, and may assist the client in contacting the EBS, but shall not be involved in the client's choice.

7.10 Arrangement for the Basic Benefits Package: The Contractor shall arrange for the Basic Benefits Package as set forth in this Contract according to all governing regulations and ensure the Basic Benefits Package are provided to clients in the same manner (i.e., in terms of timeliness, amount, duration, quality and scope) as those services provided to the non-managed care Medicaid client;

7.11 Sufficient Numbers of PCP Slots: The Contractor shall maintain sufficient numbers of PCP slots to ensure adequate access to clients enrolled in the NHC.

7.11.1 Provider Network Enrollment File: The Contractor shall notify the Department via the Provider Network Enrollment File prior to the effective date of any PCP change whenever possible and if required, notify the client of an interim PCP pursuant to this contract.

7.12 Medicaid-Enrolled Providers: The Contractor shall only use providers enrolled in Nebraska Medical Assistance Program (NMAP) to provide the Basic Benefits Package under the NHC pursuant to this contract.

7.13 Adequate Mix of Providers: The Contractor shall arrange for an appropriate range of PCP services and access to preventive and primary care services in the designated coverage areas, and maintain a sufficient number, mix, and geographic distribution of providers that are skilled in areas such a cultural diversity and sensitivity, languages, accessibility to clients with mental, physical and communication disabilities, etc.

7.14 Provision of Services Restriction: The Contractor shall only arrange for the services set forth in this contract either directly or through Medicaid enrolled providers or subcontractors, as set forth in this Contract.

7.15 Compliance with PCP Requirements: The Contractor shall ensure that the PCPs participating in the Contractor's network comply with all PCP requirements pursuant to this contract.

7.16 Client's Choice: The Contractor shall accept the client's choice of PCP/Contractor.

7.17 Case Management: The Contractor shall provide case management.

7.18 Informational Materials: The Contractor shall comply with the following:

7.18.1 Client Information: The Contractor shall provide the following to each client enrolled with its Contractor:

(a) A client handbook that is easy to understand;

(b) Other Information about the NHC benefits that is easy to understand;

(c) Upon request, the Contractor shall provide the client a comprehensive list of physicians;

(d) Upon request, the Contractor shall provide the client written policies and procedures and provide such to the client in a manner that is appropriate to the client's needs.

7.18.2 Departmental Review and Approval: The Contractor shall comply with the following:

(a) Request the Department's review and approval of all general marketing and informational materials prior to its implementation or distribution pursuant to this contract;

(b) Ensure that marketing materials do not contain any false or potentially misleading information, in a manner that does not confuse or defraud either the Department or client;

(c) Ensure that marketing materials are available for the client population being served in the designated coverage areas; and

(d) Comply with federal requirements for provision of information including accurate oral and written information sufficient for the client to make an informed decision about treatment options.

7.19 Prohibition of Direct Solicitation: The Contractor shall refrain from performing any direct solicitation to individual Medicaid clients, and comply with the following:

(a) Avoid offering other insurance products as an inducement to enroll; and

(b) Avoid any direct or indirect door-to-door, telephonic or other "cold-call" marketing.

7.20 QA/QI Activities: The Contractor shall comply with the Department's continuous Quality Assurance/Quality Improvement activities and health services required within this Contract, and comply with Department requests for reports and data to ensure that QA/QI performance measures are met pursuant to this contract.

7.21 ADA Requirements: The Contractor shall comply with all requirements of the Americans with Disabilities Act (ADA), and ensure:

(a) Appropriate accommodations are made for clients with special needs; and

(b) That PCPs and specialists are equipped in appropriate technologies, e.g., TTY/TDD and language services, or are skilled in various languages and areas of cultural diversity/sensitivity, and/or the network is appropriately staffed to ensure an adequate selection for those clients who have special cultural, religious or other special requests.

7.22 Provision of Services: The Contractor shall coordinate activities with the Department, other NHC contractors, and other providers for services outside the Basic Benefits Package, as appropriate, to meet the needs of the client, and ensure that systems are in place to promote well managed patient care, including, but not limited to -

(a) Management and integration of health care through the PCP, and coordination of care issues with other providers outside the Contractor or with for services not included in the Basic Benefits Package (e.g., MH/SA services, Pharmacy, Dental Services, etc.), or for services that require additional Departmental authorization (e.g., sterilization exceptions for age and consent period requirements, abortions, experimental or investigational treatment, HEALTH CHECK (EPSDT) treatment services not covered by Nebraska Medicaid, Transplants (except corneal), Nursing Facility Services, etc.;

(b) Required referral/prior authorization requirements for medically necessary specialty and ancillary services;

(c) Provision of or arrangement for emergency medical services, 24 hours per day, seven days per week, including an education process to help assure that clients know where and how to obtain medically necessary care in emergency situations;

(d) Unrestricted access to "protected" services such as emergency room services, family planning services, tribal clinics, etc., according to 471 NAC;

(e) Clearly identified expectations for the PCPs, subcontractors and any other service providers participating in the client's managed care, and documentation of that care for quality assurance/quality improvement purposes;

(f) Retention of records and other documentation during the period of Contracting, and for three (3) years after the final payment is made and all pending matters are closed, plus additional time if an audit, litigation, or other legal action involving the records is started before or during the original three (3) year period ends; and

(g) Adequate policy on the distribution of the client's medical records if a client changes from one PCP to another, or from one Contractor to another.

7.23 Public Health Initiatives: The Contractor shall work cooperatively with the public health agencies to share appropriate service data, to the extent that such service data is in the possession of Contractor, participate in other similar preventative and data collection initiatives that may be promoted by the Department and public health agencies as mutually agreed to by the parties, and comply with all notifiable requirements and "good practices" to the extent that such requirements and good practices are provided to Contractor in a timely manner and prior to requirement for compliance.

7.24 Advance Directives: The Contractor shall comply with regulations providing for advance directives.

7.25 Discrimination: The Contractor shall not refuse an assignment or disenroll a client or otherwise discriminate against a client solely on the basis of age, sex, race, physical or mental handicap, national origin, or type of illness or condition.

7.26 Subcontractors: The Contractor shall require that all subcontractors meet the same requirements as are in effect for the contractor that are appropriate to the service or activity delegated under the subcontract.

7.27 Member Services: The Contractor shall provide member services.

7.28 Certificate of Authority: The Contractors shall maintain, at all times, an appropriate certificate of authority to operate issued by the Nebraska Department of Insurance;

7.29 Applicable Regulations: The Contractor shall comply with all applicable state and federal regulations, such as assisted suicide; appropriate use of funds/profits, mental health parity, and the Hyde Amendment.

7.30 Provider Discrimination: The Contractor shall refrain from discrimination against providers based upon licensing.

7.31 Barred Individuals or Entities: The Contractor shall refrain from hiring, employing, contracting with or otherwise conducting business with individuals or entities barred from participation in Medicaid or Medicare.

7.32 Treatment Options: The Contractor shall ensure that PCPs inform clients about all treatment options, regardless of cost or whether such services are covered by the Contractor, and that health care professionals are not prohibited or otherwise restricted from advising clients about their health status, medical care, or treatment regardless of benefit coverage if the professional is acting within his/her scope of practice. This does not require a Contractor to cover counseling or referral if it objects on moral or religious grounds and makes available information on its policies to clients who are enrolled with the Contractor, or who may enroll with the Contractor, within ninety (90) days of a policy change regarding such counseling or referral services.

7.33 Client Rights: The Contractor shall provide written notice to the client of any adverse action (i.e., denial or reduction) regarding the provision of services that complies with all federal and state requirements. The Contractor shall also allow clients to challenge decisions to deny, limit or terminate coverage of services. Clients shall be allowed to file complaints, grievances and appeals pursuant to this contract.

7.34 HIPPA Requirements: The Contractors shall comply with the Maternity and Mental Health Requirements in the Health Insurance and Portability Act (HIPPA) of 1996 in that the maternity length of stay and mental health parity requirements in HIPPA requires that coverage for a hospital stay following a normal vaginal delivery may generally not be limited to less than forty-eight hours (48) for both the mother and newborn child, and that the health coverage for a hospital stay in connection with childbirth following a cesarean section may generally not be limited to less than ninety-six (96) hours for both the mother and newborn child.

7.35 Fraud and Abuse: The Contractor shall report all suspected fraud and abuse information to the Department.

7.36 HEALTH CHECK (EPSDT): The Contractor shall develop a program to ensure the delivery of HEALTH CHECK (i.e., Early and Periodic Screening, Diagnosis and Treatment or EPSDT services).

7.36.1 Priority: The Contractor shall emphasize HEALTH CHECK (EPSDT) as a priority for the NHC, whenever appropriate and feasible with families who have children age twenty (20) and the younger.

7.36.2 Member Contact: The Contractor shall contact HEALTH CHECK (EPSDT) eligible children within sixty (60) days of enrollment and encourage them to make an appointment for a health and dental screening.

7.36.3 Required Components: The Contractor shall emphasize the required health screening, including medical, vision, hearing and dental screening pursuant to this contract.

7.36.4 Contractor Requirement: The Contractor shall counsel the family on the importance of health supervision and regular check-ups and assist in removing barriers to care, and if necessary, assist families with appointment scheduling and transportation. At a minimum, efforts shall include:

(a) HEALTH CHECK (EPSDT) Screening: The Contractor shall provide HEALTH CHECK (EPSDT) services pursuant to 471 NAC;

(1) Upon receipt of information necessary to perform from the State EBS OR PCP, the Contractor shall outreach to HEALTH CHECK (EPSDT) eligible children who need to be scheduled for HEALTH CHECK (EPSDT) examinations. Targeted groups are -

a. Newly Medicaid-eligible and other children who have not had a timely HEALTH CHECK (EPSDT) examination;

b. Children who have been identified as not having ever been screened or not having received HEALTH CHECK (EPSDT) services within established timelines based on the periodicity schedule; and

c. Children from birth to the second birthday, particularly infants and toddlers that may need immunizations, lead level testing, developmental testing and hearing testing.

(2) When the Contractor becomes aware of the following, the Contractor shall contact the EBS regarding-

a. Screening appointments missed without cancellation to determine the barriers to care, to assist in rescheduling the appointment, and to counsel the family about keeping appointments; and

b. Screening results from a referral for treatment and the client who does not follow up with treatment services as identified by the Contractor.

(3) The Contractor shall assist the PCP to establish a system for HEALTH CHECK (EPSDT) examinations. The system may provide notification through phone call or mail. The Contractor may substitute their system in place of the PCP's;

(4) The Contractor shall use continuous quality improvement methods to achieve a performance goal of HEALTH CHECK (EPSDT) screens at the recommended participation rate, pursuant to the contract utilizing internal and Departmental data; and

(b) If a client requests a HEALTH CHECK (EPSDT) screen for the initial screen, the Contractor shall arrange the screening examination(s) within sixty (60) days. Subsequent screening exams (hearing, medical) shall be provided according to the periodicity schedule, or an interperiodic examination if appropriate.

(c) The Contractor shall encourage the administration of immunizations pursuant to this Contract. All Pediatricians and Family Practice Physicians shall be encouraged to participate in the Vaccine for Children (VFC) program to provide childhood immunizations to Medicaid eligible children. The VFC program was established to ensure that children will have access to childhood immunizations and the protection they provide. The requirements of the VFC program administered will be reported with the appropriate procedure code and "52" modifier to identify them as VFC vaccine immunizations. Vaccine not available through the VFC program, but recommended and published by the Advisory Committee on Immunization Practices (ACIP) or the American Academy of Pediatrics shall be provided and reimbursed by the Contractor to the PCP. The Contractor shall promote increasing immunization levels to reach the State's Healthy 2000 immunization level goals.

(d) The PCP/Contractor shall take a proactive approach to ensure clients obtain HEALTH CHECK (EPSDT) screening services and medically necessary diagnosis and treatment services. A proactive approach may include:

(1) Written notification and phone protocols for upcoming or missed appointments within a set period of time;

(2) Protocols for conducting outreach with non-compliant members;

(3) Outreach and follow-up to children with special health needs, e.g., children in foster care, pregnant adolescents;

(4) Provision of demographic information to public health agencies when HEALTH CHECK (EPSDT) screening identifies children with elevated blood lead levels (EBLL); and

(5) Referrals to public health agencies for environmental assessments and caregiver education services for children with lead poisoning.

(e) Medically necessary treatment will be provided according to 471 NAC. Treatment services also include rehabilitative and habilitative services for HEALTH CHECK (EPSDT) eligible children. That is, diagnosis and treatment, covered by the Nebraska Medical Assistance Program (NMAP), federally defined and medically necessary, to treat, prevent or ameliorate a condition; to promote growth and development; to attain or maintain functional status; or prevent deterioration. The Contractor must provide information and referral in addressing social, educational, and other health needs as requested. Refer requests for treatment not covered by NMAP to the Department.

(f) Throughout the contract term, the Contractor shall participate in the NHC Quality Assurance Contractor's ongoing maternal and child health-related activities, including those supporting the HHS regulations and licensure's grant under maternal and child health programs and activities. Cooperate with the Department's Title V, Maternal Child Health Program (MCHP), to include:

(1) Training on new public health measures and standards;

(2) Working together to develop strategies to reach hard to reach and high risk populations;

(3) Arrange for services with Title V providers and Title X clinics, whenever feasible, for evaluations and treatment services;

(4) Sharing medical information with the Medically Handicapped Children's Program (MHCP) for children receiving services through MHCP and the Contractor;

(5) Developing arrangements with MHCP regarding specialty care through MHCP team clinics in the best interests of the child;

(6) Coordinating with other services, e.g., WIC, PART H school-based services, as appropriate;

(7) Cooperating with public health agencies who have identified children with abnormal lead levels. The Contractor will provide lead screening and blood lead testing according to the Center for Disease Control (CDC) and Health Care Financing Administration (HCFA) requirements; provide information to PCPs regarding the provision of blood lead screening and testing; provide information regarding coverage of environmental investigation; encourage collaboration and communication with public health lead prevention programs; and utilize and reimburse laboratories under contract with public health lead prevention programs to perform blood level testing. The Contractors shall not require a PCP/Contractor approval to receive reimbursement for specimens sent to the laboratories by public health agencies; and

(g) Specialists with pediatric expertise shall be utilized for children where the need for pediatric specialty care is significantly different from the need for adult specialists, e.g., pediatric cardiologist for children with congenital heart defects.

7.37 Third Party Resource (TPR) Requirements: The Department maintains all responsibility for the cost avoidance methodology whenever there is a verified third party resource (TPR). The Contractor shall notify the Department as it becomes aware of any TPR for a client enrolled in the PCCM Network.

7.38 Basic Benefits Package General Provisions: The Contractor shall comply with the requirements of 471 NAC pursuant to this contract, unless specifically waived by the Department. The PCP/Contractor shall apply the same guidelines for determining coverage of services for the NHC client as the Department applies for other Medicaid clients. Actual provision of a service included in the Basic Benefits Package provided under this Contract must be based on whether the service could have been covered under the Nebraska Medical Assistance Program on a fee-for-service basis under Title 471 NAC, pursuant to this contract.

7.38.1 Copayments: Copayments are not required for clients enrolled in NHC, with the exception of prescription drugs or other Medicaid-covered services not included in the Basis Benefits Package. Copayments are not required for Mental Health/Substance Abuse (MH/SA) services for clients enrolled in the NHC, except for services not included in the MH/SA Package.

7.38.2 Services Requiring Prior-Authorization by the Department: The PCP/Contractor shall provide or approve all services in the Basic Benefits Package. In addition to the PCP/Contractor provision/approval, the following services shall be prior authorized by the Department:

(a) HEALTH CHECK (EPSDT) treatment services not covered by the State Plan pursuant to 471 NAC;

(b) Abortions pursuant to 471 NAC;

(c) Transplants pursuant to this contract; and

(d) Sterilization Exceptions pursuant to 471 NAC.

7.38.3 Unrestricted Services: The Contractor shall not require authorization for family planning services, emergency services, and Native Americans seeking tribal clinic or Indian Health hospital services. The Contractor shall allow the client to access these services from any Medicaid-enrolled provider s/he chooses, and is not limited to providers within the Contractor's network. The Contractor shall allow the client to access these services without a referral, even if the Contractor contracts with Medicaid to provide these services.

7.38.4 Emergency Services: The Contractor shall not require a referral or any other form of prior authorization prior to a client accessing care at an emergency room or accessing other emergency services.

7.39 Services in the Basic Benefits Package: Pursuant to this contract, services included in the Basic Benefits Package are -

(a) Inpatient hospital services (471 NAC 10-000);

(b) Outpatient hospital services (471 NAC 10-000);

(c) Clinical and anatomical laboratory services (471 NAC 10-000 and 18-000), excluding laboratory services related to Mental Health/Substance Abuse (MH/SA);

(d) Radiology services (471 NAC 10-000 and 18-000), excluding radiology services related to MH/SA;

(e) HEALTH CHECK (EPSDT) services (471 NAC 33-000);

(f) Physician services, including nurse practitioner services, certified nurse midwife services, physician assistant services and anesthesia services including Certified Registered Nurse Anesthetist (471 NAC 18-000 and 29-000), excluding anesthesia for MH/SA;

(g) Home health agency services (471 NAC 9-000). This does not include non-home agency approved Personal care aide services under 471 NAC 15-000);

(h) Private duty nursing services (471 NAC 13-000);

(i) Therapy services (physical therapy -471 NAC 17-000, occupational therapy-471 NAC 14-000, and speech pathology and audiology-471 NAC 23-000);

(j) Durable medical equipment and medical supplies, including hearing aids, orthotics, prosthetics and nutritional supplements (471 NAC 7-000 and 8-000);

(k) Podiatry services (471 NAC 19-000);

(l) Ambulance services (471 NAC 4-000 and 10-000);

(m) Family Planning services (See 471 NAC 18-000 and 13.45of this contract);

(n) Emergency services (See 471 NAC 10-000 and 13.46 of this contract);

(o) Transitional MH/SA services (See 471 NAC 20-000 and 32-000 and 13.47 of this contract);

(p) Federally Quality Health Center (FQHC), Rural Health or Tribal Clinic services (See 471 NAC 11-000, 29-000, 34-000 and 13.48 of this contract);

(q) Certified Nurse Midwife services (See 471 NAC 18-000 and 13.49 of this contract);

(r) Skilled/Rehabilitative and Transitional Nursing Facility services (See 471 NAC 12-000 and 13-000, and 9.20 of this contract);

(s) Transitional Hospitalization services (See 471 NAC 10-000, 9.13, 9.18 and 9.19 of this contract); and

(t) Transitional Transplantation services (See 471 NAC 10-000 and 9.18 of this contract).

7.39.1 Assurances: The Contractor shall provide the following assurances:

(a) That the services above represents covered services under the Nebraska Medical Assistance Program (NMAP);

(b) That the client has access to all services for which Contractor has contractual responsibility;

(c) That the services shall be provided in the same amount, duration and scope pursuant to this contract;

(d) That the client shall receive necessary services when the care and services provided are medically necessary;

(e) That the services provided to the client are as accessible (in terms of timeliness, amount, duration and scope) as those services provided to the non-enrolled Medicaid client; and

(f) In the interest of providing comprehensive services to the client, medically necessary services in addition to those covered under the NMAP shall be provided to the client, and that if additional services are provided, the total payment to the Contractor shall not be adjusted but shall remain within the rates pursuant to this contract.

7.40 NHC Excluded Services: The following Medicaid-coverable services are excluded from the NHC Basic Benefits Package and are not the responsibility of the Contractor:

(a) Pharmacy Services (471 NAC 16-000);

(b) Nursing Facility Services - custodial level of care (see 471 NAC 12-000 and 9.20 of this contract);

(c) ICF/MR services (see 471 NAC 31-000);

(d) Home and community based waiver services (See Title 480 NAC);

(e) School-based services covered under Medicaid in Public Schools (See 471 NAC 25-000). The Contractors are still required to operate a program to improve the quality of and access to health care services for children and adolescents through coordination with school-based services;

(f) Optional targeted case management services (See Title 480 NAC);

(g) Mental Health/Substance Abuse (MH/SA) Services (See 471 NAC 20-000 and 32-000), except as addressed in 13.47 of this contract);

(h) Dental (See 471 NAC 6-000);

(i) Laboratory and anesthesia services related to MH/SA (See 471 NAC 20-000 and 32-000); and

(j) Non-Home Health Agency Approved Personal Care Aide Services (471 NAC 15-000).

7.40.1 Access to Excluded Services: These services are paid on a fee-for-service basis. Clients shall access these services under the NMAP (i.e., 471 NAC or 480). However, provision of these services by the Department may require referral, management and coordination by the client's PCP, if the client is enrolled in the NHC. For all Medicaid-covered services, the PCP/Contractor shall coordinate the client's care to promote continuity of care for the client. The Contractor and EBS shall inform the client of the availability of these services and how to access them.

7.41 Family Planning Services: Approval by the client's PCP/Contractor is not required for family planning services. The EBS shall inform NHC clients that their freedom of choice for family planning services is not restricted to a Contractor provider under NHC but must use a Medicaid enrolled provider.

7.41.1 Family Planning Services Defined: Family planning services are services to prevent or delay pregnancy, including counseling services and patient education, examination and treatment by medical professionals, laboratory examinations and tests, medically approved methods, procedures, pharmaceutical supplies and devices to prevent conception. This includes tubal ligations and vasectomy. Treatment for sexually transmitted diseases (STD) is to be reimbursed by the Contractors in the same manner as family planning services, without referral or authorizations by the PCP/Contractor. STD includes but is not limited to Chlamydia, Gonorrhea and Syphilis.

This does not include hysterectomies, other procedures performed for a medical reason, such as removal of an intrauterine device due to infection, or abortions.

7.42 Emergency Services: Prior-approval by the client's PCP/Contractor is not required for receipt of emergency services. The EBS shall inform NHC clients that PCP/Contractor approval of emergency services is not required and shall educate clients on the definition of an "emergency medical condition", how to appropriately access emergency services, and encourage the client to contact the PCP/Contractor before accessing emergency services.

7.42.1 Payment of Emergency Services Provided to NHC Clients*:* The Department has no obligation to pay for emergency services unless the provider of the emergency services submits a bill within ninety (90) calendar days of the date services were provided.

If the Department has reasonable basis to believe that any covered services that are claimed to be emergency services were not in fact emergency services, payment may be denied for the services; provided that, within ninety (90) calendar days of receipt of a claim for payment -

(a) The provider of the services is notified of the decision to deny payment, the basis for that decision, and the provider's right to appeal that decision by requesting a hearing (See 482 NAC); and

(b) The client is notified of the decision to deny payment, the basis for that decision, and the client's right to appeal (See 482 NAC).

7.42.2 Triage or Screening Fee: The Department shall provide a triage or medical screening fee to determine if a medical emergency exists.

7.42.3 Payment Subject to Appeal Decision: The Contractor shall comply with and implement any Departmental hearing decision, subject to any further rights to appeal.

7.42.4 Emergency Medical Condition Defined: An emergency medical condition is a medical or behavioral condition, the onset of which is sudden, that manifests itself by symptoms of sufficient severity, including, but not limited to, severe pain, that a prudent layperson, possessing an average knowledge of medicine and health, could reasonably expect the absence of immediate medical attention to result in:

(a) Placing the health of the person afflicted with such condition in serious jeopardy or, in the case of a behavioral condition, placing the health of such persons or others in serious jeopardy;

(b) Serious impairment to such person's bodily functions; or

(c) Serious impairment of any bodily organ or part of such person.

7.43 Mental Health/Substance Abuse (MH/SA) Coordination Issues: The following rules apply when coordination of services are required between the Contractor responsible for the Basic Benefits Package and the provider of MH/SA services, as addressed by the Department in regulations governing both components of the NHC.

7.43.1 Emergency Room Services When the Final/Principle Diagnosis Is Mental Health: The Contractor shall provide for emergency room services provided to the client regardless of the client's final or principle diagnosis.

At the time that a psychiatrist initiates an evaluation and/or treatment for the client, the Contractor shall no longer be responsible for MH/SA service. Authorization for MH/SA services shall be obtained per 471 NAC.

7.43.2 Admissions for 24-Hour Observation When the Final/Principle Diagnosis Is Mental Health: Admissions for MH/SA diagnosis for 24-hour observation to freestanding or distinct unit of a Mental Health facility shall be authorized per 471 NAC.

The Department shall provide payment for the observation stay when the client is admitted to an acute care (i.e., medical/surgical) facility as an outpatient for 24-hour observation and the diagnosis established after study is mental health. Authorization for admission shall be obtained from the client's Contractor.

The Contractor shall no longer be responsible for the service at the time that a psychiatrist initiates an evaluation and/or treatment of the client. Authorization for MH/SA services shall be obtained per 471 NAC.

7.43.3 Chemical Detoxification Services and Substance Abuse Treatment: The Contractor shall provide authorization for a hospital admission for a client who requires chemical detoxification.

Substance abuse services are covered for Medicaid-eligible clients age 20 and the younger only. Allowable substance abuse services for NHC clients shall be authorized per 471 NAC.

7.43.4 History and Physical (H&P) Exams for Inpatient Admissions for MH/SA Services: The H&P completed for an inpatient hospitalization for MH/SA services is not the responsibility of the Contractor. The physician completing the H&P shall meet all regulations for providing MH/SA services in 471 NAC.

MH/SA services provided to Medicaid-eligible clients in a freestanding or hospital-based residential treatment center (RTC) are considered inpatient services. History and Physical provided to the client for these allowable services are not the financial responsibility of the Contractor.

7.43.5 Ambulance Services for NHC Clients Receiving MH/SA Treatment Services: Contractor shall arrange for ambulance transportation, when it is medically necessary.

Non-emergency ambulance transportation (e.g., facility-to-facility transfers) arranged for receipt of MH/SA services is not the responsibility of the Contractor.

7.43.6 Injections Associated with MH/SA Services: Medication injections of FDA approved drugs, except for drugs used for the treatment of infertility, are covered by the Department when medically necessary. The Contractor shall provide medical injections and self-administered injections for the client. Injections of psychotropic drugs in an outpatient setting are not the responsibility of the client's Contractor.

7.44 Federally Qualified Health Centers (FQHC): Each Contractor shall contract with any FQHC located within the designated coverage area or otherwise arrange for the provision of FQHC services. If an FQHC is reimbursed by the Contractor on a fee-for-service basis, it cannot pay less for those services than it pays other providers. If the FQHC requests reasonable cost reimbursement, the Department shall reimburse the FQHC at the same rate it reimburses its other subcontractors. A Contractor that contracts with a FQHC shall report to the Department the total amount paid to each FQHC as specified in the contract. FQHC payments include direct payments to a medical provider who is employed by the FQHC.

7.44.1 Client Choice: In the NHC, the client chooses to participate with the FQHC by selecting the physician as his/her PCP.

7.44.2 Availability of FQHC Facilities: Currently, the following facilities are in the designated coverage areas and meet the definition of an FQHC:

(a) Nebraska Urban Indian Health Center - Lincoln; and

(b) Charles Drew - Omaha.

The Panhandle Community Services Health Center in Gering is also considered a FQHC but is not included in the designated coverage areas.

7.44.3 Rural Health Clinics: No Rural Health Clinics exist in the designated coverage areas addressed in this RFP.

The same reasonable efforts that are applied to the FQHC, apply to the Rural Health Clinics.

7.44.4 Tribal Clinics: The following are considered clinics/hospitals under tribal authority:

(a) Ponca Health and Wellness Dental Clinic in Omaha;

(b) Winnebago Dental Health Clinic in Winnebago;

(c) Carl T. Curtis Health Center in Macy; and

(d) Santee Health Center in Niobrara.

7.45 Certified Nurse Midwife Services: A certified nurse midwife may contract directly with the Contractor or the client must be informed in writing that the services are available outside the Contractor on a fee-for-service basis.

7.46 Payment for Services: The following provisions apply for payment of services provided through the PCCM Network.

7.46.1 Enrollment Report: On or before the first day of the enrollment, the Department shall provide the Contractor a monthly enrollment report that lists all enrolled and disenrolled clients for the enrollment month. This report shall be used as the basis for the Per Member Per Month (PMPM) payment to the PCCM Network Administrator and the PCP. The Department is responsible for payment of all services in the Basic Benefits Package provided to clients listed on the enrollment report generated for the month of coverage. Any discrepancies between the client's NHC Identification (ID) Document or any identification issued by the Contractor and the enrollment report shall be reported to the Department for resolution. The Contractor shall continue to arrange and authorize services for that client until the discrepancy is resolved. If an eligible client is not listed on the enrollment report, the Department shall be responsible for all medical expenses.

7.46.2 Coverage for Pregnant Women/Newborns: The Contractor is responsible for arranging pregnancy-related services pursuant to this contract for both the mother and unborn/newborn considering the following parameters:

(a) Pregnant Woman and Unborn/Newborn are Medicaid Eligible: Coverage is provided for the pregnant woman from the month of enrollment until disenrollment occurs and for the unborn/newborn from the month of expected birth until disenrollment occurs. The network payment to the Contractor and the PCP shall be made for the month(s)

of enrollment for the pregnant woman and the unborn/newborn until disenrollment occurs.

(b) Only the Unborn/Newborn is Medicaid Eligible: Coverage is provided for the pregnant woman through the eligibility/enrollment of the unborn/newborn from the month of enrollment until disenrollment occurs. Coverage for the mother and newborn is provided for the month of expected birth through the month in which the 60th day following the month of expected birth occurs. Coverage for only the newborn continues past the 60-day postpartum period as long as the newborn remains eligible and enrolled. The network payment to the Contractor and the PCP shall be made for the month(s) of enrollment and/or coverage for the pregnant woman and the unborn/newborn until disenrollment occurs.

7.47 Payment for NHC Services: The Department pays a Per Member Per Month (PMPM) administrative fee to the PCCM Network Administrator and a service/case management fee to the PCP for each enrolled client for each month of NHC coverage. The monthly fee does not include payment for services in the Basic Benefits Package - claims payment is the responsibility of the Department on a fee-for-service basis.

The PMPM service/case management fee for the PCP is currently $2.00.

The contract shall include the amount agreed upon by the Contractor and the Department for the Contractor's administrative responsibilities for the PCCM Network. At no time shall the rates be adjusted prior to the end of contract year 2. The payment shall be set for each two (2) year period and negotiated for each subsequent two-year period.

Payment to the Contractor is payment in full for all NHC responsibilities pursuant to this contract.. No additional payment may be requested of the Department or the client.

7.47.1 Recoupments/Reconciliation: The Department shall not normally recoup payments from the Contractor. However, in situations where payments are made incorrectly, the Department shall work with the Contractor to identify the discrepancy and shall recoup/reconcile such payments pursuant to 9.11.3 of this contract.

7.47.2 Billing the Client: The Contractor or any provider shall not bill the client for services in the NHC benefits package while the client is enrolled in the NHC.

8.0 GOALS/MEASURES - THE PROVISION OF THE BASIC BENEFITS PACKAGE

8.1 Goal: To maintain all appropriate licensures and insurance coverage, business and liability insurance coverage, declarations of affiliations.

8.1.1 Initial Measure: To verify by July, 1999 that the Contractor has a current certificate of state or federal authority to operate as a Health Maintenance Organization (HMO) in Nebraska, or other appropriate licensure. The Contractor shall also verify current business and liability insurance coverage, affiliations and compliance with performance bond/insolvency requirements.

The Contractor shall also indicate the status of any accreditation or certification by any independent third party organizations, i.e., National Committee on Quality Assurance or Joint Commission on Healthcare Organizations.

8.1.2 Ongoing Measure: To maintain at all times that the Contractor has a current certificate of state or federal authority to operate as a Health Maintenance Organization (HMO) in Nebraska, or other appropriate licensure. The Contractor shall also verify current business and liability insurance coverage.

8.1.3 Minimum Requirement: The Contractor shall be considered in compliance with this requirement as long as the Contractor meets all requirements and reports them annually, and whenever there is a change in status.

8.2 Goal: An adequate panel of Primary Care Physicians (PCPs) to ensure that each client in the NHC has access to a “medical home”, and that the Contractor can adequately provide or arrange access for the client to all the services included in the Basic Benefits Package.

8.2.1 Initial Measure: A workplan that identifies the Contractor’s strengths and areas for improvement in the above stated goal, a proposed corrective action plan, and the method that will be utilized by the Contractor to evaluate the effectiveness of the activities.

The Contractor shall submit a complete listing of its physicians who meet the definition of a PCP who actually have a contract with the Contractor, or who have provided the Contractor with a letter of intent to contact with the Contractor effective July, 1999. At a minimum, the listing shall include the name of the provider, area(s) of specialty, and location. Other information is encouraged and may be helpful during the enrollment process.

The Contractor shall provide this information in the form of a printed directory that will be available July, 1999.

Include a description of how the Contractor intends to keep the directory current, the ongoing development and printing requirements, and staff responsible for maintaining the integrity of the directory.

The workplan shall identify how the Contractor will determine what is "adequate" and ensure that the client has access to medically necessary services through network development and credentialling activities.

The Contractor shall also include a sample of all provider-type agreements, describe its recruitment, credentialling and monitoring activities to demonstrate how the Contractor will maintain an adequate network over time.

The Contractor shall describe its provider services activities and identify key staff who will be assigned to the NHC.

The initial workplan shall address the first two years of the contract, and shall be submitted and approved by the Department prior to July, 1999.

The Contractor's internal operations manual addressing the requirements shall be included with the initial workplan.

Proposed printed materials shall be included as part of the workplan, along with a timetable for development and printing that incorporates the requirement for review by the Department, and an anticipated distribution plan.

8.2.2 Ongoing Measure: A progress report that identifies the outcome of the proposed workplan identified above. The progress report shall be submitted and approved by the Department on a quarterly basis and shall address activities completed during the reporting period.

The Contractor shall be required to address specific issues, problems and how the Contractor resolved such issues in the quarterly report. The Department shall evaluate the Contractor's understanding of the requirement and how well the Contractor has incorporated the requirement into its daily operations.

The Department shall also evaluate the comprehensive of the Contractor's provider network, access for the NHC client, the Contractor's efforts in recruitment, and the Contractor's ability to maintain the provider directory information in an efficient and effective manner.

8.2.3 Minimum Requirement: The Contractor shall be considered in compliance with this requirement as long as the procedures are effectively being utilized by the Contractor on an ongoing basis. The Contractor shall demonstrate compliance with all related NHC policy and procedure. The Department will not unreasonably withhold approval, and shall work with the Contractor to meet this requirement.

At a minimum, the Contractor shall demonstrate an understanding of the medical, social and cultural needs of the NHC client population and the relationship of these needs to the size and characteristics of the provider network. The Department shall evaluate the Contractor's ability to develop and maintain comprehensive network of providers, and the Contractor's willingness and interest in building a provider network unique to Medicaid.

8.3 Goal: To provide the NHC client "adequate" choice of more than one PCP.

8.3.1 Initial Measure: A workplan that identifies the Contractor's strengths and areas for improvement in the above stated goal, a proposed corrective action plan, and the method that will be utilized by the Contractor to evaluate the effectiveness of the activities.

The workplan shall include the use of geomapping and zip code information, at a minimum, to provide an analysis of the client's access to the provider network.

The workplan shall also include a description of how the Contractor intends to define "adequate" and on what basis the Contractor intends to recruit providers, given the demographics of the NHC client population in the Designated Coverage Areas.

Describe any proposed activities to obtain client input in Contractor's network development activities, e.g., focus groups.

The workplan shall indicate the Contractor's ability to collect and share demographical information about the providers pursuant to the Provider Network File, by July, 1999.

The workplan shall clearly indicate areas in the Contractor's network where the Contractor does not have adequate access, and identify a plan of correction.

The initial workplan shall address the first two years of the contract, and shall be submitted and approved by the Department prior to July, 1999.

The Contractor's internal operations manual addressing the requirements shall be included with the initial workplan.

Proposed printed materials shall be included as part of the workplan, along with a timetable for development and printing that incorporates the requirement for review by the Department, and an anticipated distribution plan.

8.3.2 Ongoing Measure: A progress report that identifies the outcome of the proposed workplan identified above. The progress report shall be submitted and approved by the Department on a quarterly basis and shall address activities completed during the reporting period.

The Contractor shall be required to address specific issues, problems and how the Contractor resolved such issues in the quarterly report. The Department shall evaluate the Contractor's understanding of the requirement and how well the Contractor has incorporated the requirement into its daily operations.

The Department shall also evaluate the comprehensive of the Contractor's provider network, access for the NHC client, the Contractor's efforts in recruitment, and the Contractor's ability to maintain the provider directory information in an efficient and effective manner.

8.3.3 Minimum Requirement: The Contractor shall be considered in compliance with this requirement as long as the procedures are effectively being utilized by the Contractor on an ongoing basis. The Contractor shall demonstrate compliance with all related NHC policy and procedure. The Department will not unreasonably withhold approval, and shall work with the Contractor to meet this requirement.

At a minimum, the Contractor shall meet five requirements to demonstrate "adequacy":

At a minimum, the Contractor shall meet five requirements to demonstrate "adequacy":

1) Provide client access to more than one PCP that is located within a twenty (20) mile radius or within forty-five (45) minutes of the client's home based on a readily accessible "mode" of transportation for the client;

2) Provide client access to more than one PCP that provides a medical home that is culturally diverse and sensitive, i.e., multi-lingual, same ethnicity, etc.;

3) Access to non-symptomatic office visits within forty-five (45) calendar days of request for appointment for adults;

4) Four (4) weeks for children less than four years of age; and

5) Access to non urgent, symptomatic office visit within forty-eight (48) hours of request for appointment.

The Contractor shall demonstrate compliance by describing its strategy for identifying and meeting the client's needs on an ongoing basis, and in its willingness and interest in exceeding the minimum requirement;

8.4 Goal: To affiliate with the teaching clinic(s), and if so, facilitate the requirement that the resident provide the "medical home" under the designated the supervising faculty member as the PCP pursuant to 13.4 of this contract.

8.4.1 Initial Measure: A workplan that identifies the Contractor's strengths and areas for improvement in the above stated goal, a proposed corrective action plan, and the method that will be utilized by the Contractor to evaluate the effectiveness of the activities.

The workplan shall describe how the Contractor intends to educate the staff, providers and clients about the arrangement between the faculty member and the resident in providing the client a "medical home", and in providing or arranging for appropriate referrals.

The teaching clinic environment may create additional challenges for the Contractor in coordinating care for the client in a consistent manner. The Department shall evaluate the Contractor's innovative educational and supportive programs to ensure a positive outcome for the client and the resident.

The Department shall evaluate the Contractor's ability to provide ongoing education to the providers to ensure a high standard of service provision to the client. The Department will also evaluate the extensiveness of the provider's current experience in working with the Medicaid client, as well as the Contractor's current and future efforts to provide enhanced recruitment and education to ensure that the needs of the client are appropriately addressed by the providers in the Contractor's network.

The initial workplan shall address the first two years of the contract, and shall be submitted and approved by the Department prior to July, 1999.

Proposed printed materials shall be included as part of the workplan, along with a timetable for development and printing that incorporates the requirement for review by the Department, and an anticipated distribution plan.

8.4.2 Ongoing Measure: A progress report that identifies the outcome of the proposed workplan identified above. The progress report shall be submitted and approved by the Department on a quarterly basis and shall address activities completed during the reporting period.

The Contractor shall be required to address specific issues, problems and how the Contractor resolved such issues in the quarterly report. The Department shall evaluate the Contractor's understanding of the requirement and how well the Contractor has incorporated the requirement into its daily operations.

8.4.3 Minimum Requirement: At a minimum, the Contractor shall be considered in compliance if it effectively performs some type of activity in this performance area on a quarterly basis. The Contractor shall demonstrate compliance with all related NHC policy and procedure. The Department will not unreasonably withhold approval, and shall work with the Contractor to meet this requirement.

At a minimum, the Contractor shall complete at least one activity that provides support and education to the client and participating physicians at the teaching clinics to ensure an effective "medical home" on a quarterly basis.

8.5 Goal: Operationalizing the procedure to allow for a Designated Specialty Care Physician.

8.5.1 Initial Measure: A workplan that identifies the Contractor's strengths and areas for improvement in the above stated goal, a proposed corrective action plan, and the method that will be utilized by the Contractor to evaluate the effectiveness of the activities.

The workplan shall identify how the Contractor will incorporate the Department's Designated Specialty Care Physician procedures into business operations. The Contractor shall identify any training protocols, and staff responsible for coordinating the above issue with the Department.

The workplan shall demonstrate how the Contractor shall inform staff and providers of the procedure. The Contractor shall include any proposed methods of educating the client about the requirement.

The initial workplan shall be submitted and approved by the Department prior to July, 1999.

The Contractor's internal operations manual addressing the requirements shall be included with the initial workplan.

8.5.2 Ongoing Measure: A progress report that identifies the outcome of the proposed workplan identified above. The progress report shall be submitted and approved by the Department on a quarterly basis and shall address activities completed during the reporting period.

The Contractor shall be required to address specific issues, problems and how the Contractor resolved such issues.

The Department shall evaluate the Contractor's ability to develop a protocol for this provision, and the Contractor's willingness to accommodate the client by allowing an "open referral" or providing consultative services for experience-sensitive conditions. The Contractor should describe any training protocols that it will develop for the client and the provider, and how it intends to monitor the effectiveness of the provision. The Contractor shall also be expected to report the number of occurrences and overall effectiveness of the provision.

8.5.3 Minimum Requirement: The Contractor shall be considered in compliance with this requirement as long as the procedures are effectively being utilized by the Contractor on an ongoing basis. The Contractor shall demonstrate compliance with all related NHC policy and procedure. The Department will not unreasonably withhold approval, and shall work with the Contractor to meet this requirement.

8.6 Goal: Operationalizing the qualifications and responsibilities for physicians to participate as PCPs in the NHC.

8.6.1 Initial Measure: A workplan that identifies the Contractor's strengths and areas for improvement in the above stated goal, a proposed corrective action plan, and the method that will be utilized by the Contractor to evaluate the effectiveness of the activities.

The workplan shall include a description and documentation to establish that the Contractor is able to adequately meet the following PCP requirements:

(a) Utilization of Medicaid enrolled PCPs for the provision of basic benefits services; and

(b) A provider and member handbook that communicates the NHC requirements to the physician. Describe how these requirements will be incorporated into the Contractor's credentialling program and contracting requirements. Specifically address the following requirements:

(1) Equitable treatment of the Medicaid client;

(2) The provision of the Basic Benefits Package per 471 NAC;

(3) The referral/authorization requirements for clients who require specialty care, hospital care, and other services when medically necessary per 471 NAC;

(4) Coordination when specialists, consultative services or other facilitated care situations are required for special needs clients;

(5) Requirement for physicians to provide 24 hour access, and how this will be communicated to the providers and monitored;

(6) Policy on discrimination;

(7) ADA and other similar requirements for the appropriate use of appropriate technologies in the daily operations of the physician's office, e.g., TTY/TDD and language services, etc., to accommodate the client's special needs;

(8) Procedure for requesting a transfer of the client to another PCP, and that the PCP shall continue to be responsible for the client as a patient until another PCP is chosen or assigned;

(9) Policy for disenrolling from participation in the NHC and timely notification to the Contractor so that an Interim PCP can be assigned;

(10) Maintenance and transfer of medical records pursuant to 471 NAC;

(11) Utilization of Enrollment Broker Services and Public Health Nursing;

(12) Communication with MH/SA providers of service and coordination of care issues;

(13) Communication with local public health agencies and requirements;

(14) Compliance with disease notification laws;

(15) Provision of information to the Department and other appropriate entities; and

(16) Communication with clients about treatment options.

The workplan shall describe how the Contractor will operationalize the Provider Network File and maintain the integrity of the file on an ongoing basis. Describe the Contractor's technical resources that will be dedicated to providing accurate and timely provider information via the Provider File Data Exchange. Describe the Contractor's willingness to designate one or more staff who have sufficient knowledge of the Contractor's systems and programmatic operations to serve as a contact for the Department for system's development, implementation, maintenance and problem-resolution. The workplan shall also address the its ability to maintain an accurate printed provider directory for the client.

The Contractor should describe its proposed protocols or workplans for ensuring the above requirements are incorporated into daily operations, how the responsibilities will be communicated to the physician, how the Contractor will ensure that the PCP is following the requirements, and the corrective action that will be taken if the PCP does not comply.

The workplan shall demonstrate how the Contractor shall inform staff and providers of the procedure. The Contractor shall include any proposed methods of educating the client about the requirement.

The initial workplan shall be submitted and approved by the Department prior to July, 1999.

The Contractor's internal operations manual addressing the requirements shall be included with the initial workplan.

Proposed printed materials shall be included as part of the workplan, along with a timetable for development and printing that incorporates the requirement for review by the Department, and an anticipated distribution plan.

8.6.2 Ongoing Measure: A progress report that identifies the outcome of the proposed workplan identified above. The progress report shall be submitted and approved by the Department on a quarterly basis and shall address activities completed during the reporting period.

The Contractor shall be required to address specific issues, problems and how the Contractor resolved such issues.

8.6.3 Minimum Requirement: The Contractor shall be considered in compliance with this requirement as long as the procedures are effectively being utilized by the Contractor on an ongoing basis. The Contractor shall demonstrate compliance with all related NHC policy and procedure. The Department will not unreasonably withhold approval, and shall work with the Contractor to meet this requirement.

At a minimum, all PCP's in the Contractor's network will receive education on a quarterly basis and be contractually obligated to abide by Medicaid regulations and to provide services in a culturally competent and sensitive manner.

8.7 Goal: To provide and maintain an adequate number of PCP to ensure that the NHC client has the choice of more than one PCP.

8.7.1 Initial Measure: A workplan that identifies the Contractor's strengths and areas for improvement in the above stated goal, a proposed corrective action plan, and the method that will be utilized by the Contractor to evaluate the effectiveness of the activities

The workplan shall describe how the Contractor will communicate the PCP limit to the providers, coordinate this information among other NHC Contractors that a physician may be participating with, and how the Contractor will work with the physician to promote his/her providing the maximum number that s/he is comfortable providing in the NHC. Describe the Contractor's goals for

maintaining/increasing the overall number of physician "slots" available within the Contractor to ensure the NHC client receives an adequate choice of providers in the most accessible locations in the NHC coverage areas and overall current and/or projected slot capacity per PCP.

Describe any restrictions that the Contractor may have restricting the number of managed care Contractors a physician may participate with and whether the Contractor would be willing to revise the restriction to allow a physician to participate in more than one Contractor within the NHC.

The workplan shall also include a description of how the Contractor intends to define "adequate" and on what basis the Contractor intends to recruit providers, given the demographics of the NHC client population in the Designated Coverage Areas.

Describe any proposed activities to obtain client input in Contractor's network development activities, e.g., focus groups.

The workplan shall indicate the Contractor's ability to collect and share slot information about the providers pursuant to the Provider Network File by July, 1999, and maintain this information on an ongoing basis.

The workplan shall clearly indicate areas in the Contractor's network where the Contractor does not have adequate access, and identify a plan of correction.

The initial workplan shall address the first two years of the contract, and shall be submitted and approved by the Department prior to July, 1999.

The Contractor's internal operations manual addressing the requirements shall be included with the initial workplan.

Proposed printed materials shall be included as part of the workplan, along with a timetable for development and printing that incorporates the requirement for review by the Department, and an anticipated distribution plan.

8.7.2 Ongoing Measure: A progress report that identifies the outcome of the proposed workplan identified above. The progress report shall be submitted and approved by the Department on a quarterly basis and shall address activities completed during the reporting period.

The Contractor shall be required to address specific issues, problems and how the Contractor resolved such issues in the quarterly report. The Department shall evaluate the Contractor's understanding of the requirement and how well the Contractor has incorporated the requirement into its daily operations.

The Department shall also evaluate the comprehensive of the Contractor's provider network, access for the NHC client, the Contractor's efforts in recruitment, and the Contractor's ability to maintain the provider directory information in an efficient and effective manner.

8.7.3 Minimum Requirement: The Contractor shall be considered in compliance with this requirement as long as the procedures are effectively being utilized by the Contractor on an ongoing basis. The Contractor shall demonstrate compliance with

all related NHC policy and procedure. The Department will not unreasonably withhold approval, and shall work with the Contractor to meet this requirement.

At a minimum, the Contractor shall complete at least one activity to promote participation in the NHC on a quarterly basis.

8.8 Goal: Operationalizing the procedure to allow for an Interim PCP.

8.8.1 Initial Measure: A workplan that identifies the Contractor's strengths and areas for improvement in the above stated goal, a proposed corrective action plan, and the method that will be utilized by the Contractor to evaluate the effectiveness of the activities.

The workplan shall identify how the Contractor will incorporate the Department's Interim PCP procedures into business operations. The Contractor shall identify any training protocols, and staff responsible for coordinating the above issue with the Department.

The workplan shall demonstrate how the Contractor shall inform staff and providers of the procedure. The Contractor shall include any proposed methods of educating the client about the requirement.

The initial workplan shall be submitted and approved by the Department prior to July, 1999.

The Contractor's internal operations manual addressing the requirements shall be included with the initial workplan.

Proposed printed materials shall be included as part of the workplan, along with a timetable for development and printing that incorporates the requirement for review by the Department, and an anticipated distribution plan.

8.8.2 Ongoing Measure: A progress report that identifies the outcome of the proposed workplan identified above. The progress report shall be submitted and approved by the Department on a quarterly basis and shall address activities completed during the reporting period.

The Contractor shall be required to address specific issues, problems and how the Contractor resolved such issues.

The Department shall evaluate the Contractor's ability to develop a protocol for this provision, describe any training protocols that it will develop for the client and the provider, and how it intends to monitor the effectiveness of the provision. The Contractor shall also be expected to report the number of occurrences and overall effectiveness of the provision.

8.8.3 Minimum Requirement: The Contractor shall be considered in compliance with this requirement as long as the procedures are effectively being utilized by the Contractor on an ongoing basis. The Contractor shall demonstrate compliance with all related NHC policy and procedure. The Department will not unreasonably withhold approval, and shall work with the Contractor to meet this requirement.

8.9 Goal: Operationalizing the requirements for arranging the Basic Benefits Package and all related aspects of the NHC.

8.9.1 Initial Measure: A workplan that identifies the Contractor's strengths and areas for improvement in the above stated goal, a proposed corrective action plan, and the method that will be utilized by the Contractor to evaluate the effectiveness of the activities.

The workplan shall include a description and documentation to establish that the Contractor is able to adequately meet and operationalize the following requirements:

(a) The provision of the Basic Benefits Package for the NHC client pursuant to 471 NAC, including all treatment protocols, requirements for referrals and prior-authorizations, consultative referrals, "open-ended" referrals, etc.;

(b) An "adequate" number of PCP slots, access to the NHC client on an ongoing basis, allowances to growth in NHC enrollment over time, and the exchange of provider information to support the Provider Network Enrollment File;

(c) Providers that are Medicaid-enrolled;

(d) An appropriate range of services and access to preventive and primary care services in the designated coverage areas, and a sufficient number, mix, and geographic distribution of providers that are skilled in areas such a cultural diversity and sensitivity, languages, accessibility to clients with mental, physical and communication disabilities, etc.;

(e) Subcontractual services, if appropriate;

(f) Compliance with PCP requirements;

(g) Acceptance of a client's choice without reservation or bias;

(h) Case management;

(i) Client handbook and other informational materials;

(j) Avoidance of any direct marketing, solicitation or indirect door-to-door, telephonic or other "cold-call" marketing;

(k) Quality Assurance/Quality Improvement activities and general principles of continuous quality improvement, and willingness to collaborate with the Department's QA/QI process;

(l) Compliance with the Americans with Disabilities Act (ADA) and appropriate accommodations for clients with special needs are met;

(m) Coordination with the Department, other NHC contractors, and other providers for services outside the Basic Benefits Package;

(n) Unrestricted access to “protected” services such as emergency room services, family planning services, tribal clinics, etc., according to 471 NAC;

(o) Clearly identified expectations for the PCPs, subcontractors and any other service providers participating in the client’s managed care, and documentation of that care for quality assurance/quality improvement purposes;

(p) Retention of records and other documentation during the period of contracting;

(q) Compliance with regulations providing for advance directives;

(r) Compliance with all state and federal regulations pursuant to this contract;

(s) Member services;

(t) Appropriate certificate of authority;

(u) Adequate notification and communication with the client and providers;

(v) Refrain from billing the client.

The workplan shall include a detailed description of how these, and similar, policies and procedures will be implemented. Describe any written protocols, training and education that will be provided to staff, providers and clients.

The initial workplan shall be submitted and approved by the Department prior to July, 1999.

The Contractor’s internal operations manual addressing the requirements shall be included with the initial workplan.

Proposed printed materials shall be included as part of the workplan, along with a timetable for development and printing that incorporates the requirement for review by the Department, and an anticipated distribution plan.

8.9.2 Ongoing Measure: A progress report that identifies the outcome of the proposed workplan identified above. The progress report shall be submitted and approved by the Department on a quarterly basis and shall address activities completed during the reporting period.

The Contractor shall be required to address specific issues, problems and how the Contractor resolved such issues.

8.9.3 Minimum Requirement: The Contractor shall be considered in compliance with this requirement as long as the procedures are effectively being utilized by the Contractor on an ongoing basis. The Contractor shall demonstrate compliance with all related NHC policy and procedure. The Department will not unreasonably withhold approval, and shall work with the Contractor to meet this requirement.

At a minimum, the Contractor shall complete at least one activity to educate the client and/or provider about the above NHC requirements that will facilitate provider performance, member education and utilization management on a quarterly basis.

8.10 Goal: Operationalizing the requirements for complying with HEALTH CHECK (EPSDT).

8.10.1 Initial Measure: A workplan that identifies the Contractor's strengths and areas for improvement in the above stated goal, a proposed corrective action plan, and the method that will be utilized by the Contractor to evaluate the effectiveness of the activities.

The workplan shall include a description and documentation to establish that the Contractor is able to adequately meet the following requirements:

(a) The Contractor's HEALTH CHECK (EPSDT) program and how the Contractor will ensure that children receive HEALTH CHECK (EPSDT) services including follow-up treatment and subsequent medical, hearing, vision, and dental exams. Include a description of the Contractor's process for reminders, follow-up, and outreach to HEALTH CHECK (EPSDT) eligible clients and method to communicate HEALTH CHECK (EPSDT) requirements to providers. Describe the Contractor's process for HEALTH CHECK (EPSDT) outreach activities, immunizations and coordinated child-wellness and prevention care;

(b) Goals for achieving compliance with the recommended participation rate;

(c) Compliance with the sixty (60) day requirements for a screening examination upon request by a client, and subsequent screening exams according to the appropriate periodicity schedules;

(d) The Contractor's immunization program, and protocols for participation in the Vaccine for Children program as well as coordination of related screening, treatment and reporting activities with State and Local Public Health Agencies;

(e) The Contractor's outreach program, and protocols for coordination with State and Local public health agencies on assessment, reporting and other educational services, e.g., screening for Elevated Blood Lead Levels, reporting to public health agencies and follow-up care for lead poisoned children will be accomplished;

(f) The Contractor's level of participation with maternal and child health programs and activities; and

(g) The Contractor's process for referrals to pediatric subspecialty providers, as well as the Contractor's capacity to provide such services.

The workplan shall include a detailed description of how these, and similar, policies and procedures will be implemented. Describe any written protocols, training and education that will be provided to staff, providers and clients.

The initial workplan shall be submitted and approved by the Department prior to July, 1999.

The Contractor's internal operations manual addressing the requirements shall be included with the initial workplan.

Proposed printed materials shall be included as part of the workplan, along with a timetable for development and printing that incorporates the requirement for review by the Department, and an anticipated distribution plan.

8.10.2 Ongoing Measure: A progress report that identifies the outcome of the proposed workplan identified above. The progress report shall be submitted and approved by the Department on a quarterly basis and shall address activities completed during the reporting period.

The Contractor shall be required to address specific issues, problems and how the Contractor resolved such issues.

8.10.3 Minimum Requirement: The Contractor shall be considered in compliance with this requirement as long as the procedures are effectively being utilized by the Contractor on an ongoing basis. The Contractor shall demonstrate compliance with all related NHC policy and procedure. The Department will not unreasonably withhold approval, and shall work with the Contractor to meet this requirement.

At a minimum, the Contractor shall complete at least one activity to educate the client and/or provider about the above NHC requirements that will facilitate provider performance, member education and utilization management on a quarterly basis.

8.11 Goal: Operationalizing the requirements for the provision of the Basic Benefits Package.

8.11.1 Initial Measure: A workplan that identifies the Contractor's strengths and areas for improvement in the above stated goal, a proposed corrective action plan, and the method that will be utilized by the Contractor to evaluate the effectiveness of the activities.

The workplan shall identify the Contractor's understanding of the each service, pursuant to 471 NAC. The workplan shall include a description of how the Contractor will operationalize the Department's interpretation of the service and how the Contractor shall communicate this to the providers in the Contractor's network and to the client.

The workplan shall include a description or matrix describing access, minimum allowances, referral and prior-authorization patterns for all services included in the Basic Benefits Package.

The workplan shall include a detailed description of how these, and similar, policies and procedures will be implemented. Describe any written protocols, training and education that will be provided to staff, providers and clients.

The initial workplan shall be submitted and approved by the Department prior to July, 1999.

The Contractor's internal operations manual addressing the requirements shall be included with the initial workplan.

Proposed printed materials shall be included as part of the workplan, along with a timetable for development and printing that incorporates the requirement for review by the Department, and an anticipated distribution plan.

8.11.2 Ongoing Measure: A progress report that identifies the outcome of the proposed workplan identified above. The progress report shall be submitted and approved by the Department on a quarterly basis and shall address activities completed during the reporting period.

The Contractor shall be required to address specific issues, problems and how the Contractor resolved such issues.

8.11.3 Minimum Requirement: The Contractor shall be considered in compliance with this requirement as long as the procedures are effectively being utilized by the Contractor on an ongoing basis. The Contractor shall demonstrate compliance with all related NHC policy and procedure and a willingness to work with the Department in the interpretation of service delivery. The Department will not unreasonably withhold approval, and shall work with the Contractor to meet this requirement.

At a minimum, the Contractor shall complete at least one activity to educate the client and/or provider about the above NHC requirements that will facilitate provider performance, member education and utilization management on a quarterly basis.

8.12 Goal: Operationalizing the special provisions that apply to services requiring prior-authorization from the Department; unrestricted access; coordination for excluded services; transitional services involving mental health and substance abuse services; and access to FQHC.

8.12.1 Initial Measure: A workplan that identifies the Contractor's strengths and areas for improvement in the above stated goal, a proposed corrective action plan, and the method that will be utilized by the Contractor to evaluate the effectiveness of the activities.

The workplan shall identify the Contractor's understanding of the each service, pursuant to 471 NAC. The workplan shall include a description of how the Contractor will operationalize the Department's interpretation of the service and how the Contractor shall communicate this to the providers in the Contractor's network and to the client.

The workplan shall include a description or matrix describing access, minimum allowances, referral and prior-authorization patterns for all services included in the Basic Benefits Package.

The workplan shall include a detailed description of how these, and similar, policies and procedures will be implemented. Describe any written protocols, training and education that will be provided to staff, providers and clients.

The initial workplan shall be submitted and approved by the Department prior to July, 1999.

The Contractor's internal operations manual addressing the requirements shall be included with the initial workplan.

Proposed printed materials shall be included as part of the workplan, along with a timetable for development and printing that incorporates the requirement for review by the Department, and an anticipated distribution plan.

8.12.2 Ongoing Measure: A progress report that identifies the outcome of the proposed workplan identified above. The progress report shall be submitted and approved by the Department on a quarterly basis and shall address activities completed during the reporting period.

The Contractor shall be required to address specific issues, problems and how the Contractor resolved such issues.

8.12.3 Minimum Requirement: The Contractor shall be considered in compliance with this requirement as long as the procedures are effectively being utilized by the Contractor on an ongoing basis. The Contractor shall demonstrate compliance with all related NHC policy and procedure and a willingness to work with the Department in the interpretation of service delivery. The Department will not unreasonably withhold approval, and shall work with the Contractor to meet this requirement.

At a minimum, the Contractor shall complete at least one activity to educate the client and/or provider about the above NHC requirements that will facilitate provider performance, member education and utilization management on a quarterly basis.

9.0 CONTRACTOR RESPONSIBILITIES - QUALITY ASSURANCE/IMPROVEMENT (QA/QI)

9.1 Introduction: The Contractor shall work collaboratively with the Department in effectively managing and monitoring the quality of care provided to clients, through a continuous QA/QI Program. In addition to developing and implementing the NHC program according to policy and procedures pursuant to this contract, the Contractor shall follow QA/QI methodologies, participate in all aspects of the QA/QI activities and comply with performance and accountability measures as outlined in the Contract.

9.2 Overall Quality Framework: The Contractor shall develop and implement, under the Department's oversight and monitoring, a continuous Quality Assurance/Quality Improvement (QA/QI) Program that meets the following guidelines:

(a) Is consistent with the Department's provision of Medicaid-covered services and utilization review requirements;

(b) Provides for review by appropriate health professionals of the process followed in delivering health services;

(c) Provides for the complete and timely collection of data sufficient for the accurate measurement of health plan performance and quality patient care;

(d) Provides for the regular and ongoing collection, analysis, interpretation and reporting of the Contractor's and Department's data; and

(e) Provides for making necessary changes through corrective action plans.

9.2.1 Access to Information: The Contractor shall make all its QA/QI records, including its findings and data, available to the Department. While the Department interprets all information provided by the Contractor is subject to the Nebraska Public Records Act, the Department shall only provide information regarding the NHC in the aggregate.

9.2.2 Inspection Requirement: The Department, its contracted entities or designees, or HCFA officials, may evaluate, through inspection or other means, the quality, appropriateness and timeliness of services performed under the NHC. The Contractor shall maintain an appropriate record system for services to NHC clients.

9.3 Continuous Quality Assurance/Quality Improvement (QA/QI) Program: The Contractor shall establish an internal, continuous QA/QI program that provides a mechanism for the Contractor to monitor, evaluate and take action to improve the quality of care.

9.3.1 QA/QI Standards: The Contractor is required to develop and implement PCCM specific QA/QI activities based on standards defined in the Department's Quality Assurance Plan (QAP) and pursuant to 1932(c)(1) of the Social Security Act. The Department's QAP is based on the QA guidelines developed by the

Health Care Finance Administration (HCFA) as part of its Quality Assurance Reform Initiative (QARI) pursuant to Addendum A (Quality Assurance Plan).

9.3.2 Quality Assurance Defined: The National Association for Healthcare Quality defines QA as a process where performance is measured against expectations and a corrective action is taken. Quality improvement is defined as a means of raising quality performance to unprecedented levels. The overall success of the NHC is measured by physician participation, client awareness, focus on prevention and outcome measurements. Quality means meeting or exceeding the client's expectations of services. The NHC strives to provide greater access to services, improve the quality of clinical outcomes and assure appropriate utilization of services.

9.3.3 Cooperative Effort: The Department and the Contractor shall work cooperatively to develop and implement an effective QA**/**QI Program pursuant to this contract in specific areas identified by the Department.

9.4 Purpose: The purpose of the NHC's QA/QI program shall be to continuously improve the quality of care and services provided to all clients enrolled in the NHC and to identify and act upon opportunities for improvement. The Contractor shall promote and arrange for the delivery of health care and services in accordance with established benchmarks and performance goals and measure performance against the benchmarks in order to improve performance.

9.5 Goals: The Contractor shall comply with the following goals of the Department's QA/QI program:

(a) Provide a mechanism by which the quality of clinical care can be assessed, monitored, evaluated and improved;

(b) Provide a mechanism by which the quality of services can be regularly assessed, monitored, evaluated and improved;

(c) Define the authority of the Contractor's Quality Assurance Committee (QAC) committee and subcommittee(s) and their responsibility to the governing body;

(d) Encourage provider and client participation, therefore ensuring that stakeholders are involved in the process; and

(e) Promote awareness to issues pertinent to the community's health and well-being.

9.6 Objectives: The Contractor shall comply with the following objectives for the Department's QA/QI program:

(a) Contractor shall define the population that is served and identify quality initiatives specific to the population;

(b) Utilize information and data when provided by the Department, and other data developed by the Contractor pursuant to this Contract on a quarterly basis to measure the quality of care and services being provided;

(c) Establish a provider network that is educated on the concepts of continuous QA/QI and that is able to incorporate them into all aspects of the NHC;

(d) Encourage clients to give feedback and provide an accessible mechanism to voice concerns;

(e) Promote provider feedback and provide an accessible mechanism for them to voice concerns;

(f) Develop relationships with public health and community programs; and

(g) Evaluate the effectiveness of the QA/QI program and continue to strive for improvement.

9.7 Scope: The Contractor shall be involved in all aspects of the NHC to ensure a comprehensive QA/QI Program.

9.7.1 Non-Clinical Care: The QAP shall address the quality of non-clinical aspects of services, e.g., Client Participation and Enrollment Processes, Interface with the Enrollment Broker Services, System Requirements, Implementation Activities and Timelines, and Contract Summary.

9.7.2 Functional Areas: In accordance with the standards established by the National Committee for Quality Assurance (NCQA), as applicable to their services under this Contract, the QAP shall also address the following functional and/or clinical areas:

(a) Quality Improvement;

(b) Utilization Management;

(c) Credentialling;

(d) Member Rights and Responsibilities;

(e) Preventive Health Services; and

(f) Medical Records.

9.7.3 QA/QI Review and Evaluation: The QAP allows for an objective and systematic review and evaluation of the quality and appropriateness of all care and services delivered for the Department.

9.7.4 Basis for Review: The Contractor shall review information and data provided by the Department based on demographic groups, care settings (e.g., inpatient, ambulatory, home care, physician offices) along with applicable reports and information collected under this contract and the type of services provided (e.g., primary care, specialty care, ancillary care, preventative care) which is critical to the success of the NHC. Through the use of peer review, trending and data analysis, patterns emerge that can be compared to established standards.

9.7.5 Review Results: The results of the review and evaluation shall be shared with the Contractor to take corrective action, establish new standards, demonstrate effectiveness, and/or identify needs.

9.7.6 QA/QI Staff: The QAP developed by the Contractor shall identify staff who are responsible for the operation and success of the QA/QI program. Such person(s) shall have adequate and appropriate experience and shall be accountable for all QA/QI activities of the Contractor, along with participating in the Department's collaborative QA/QI process.

9.8 Quality Assurance Committee: The Department's QAC provides the administrative oversight necessary to perform the QA/QI activities of the QAP.

9.8.1 QAC Defined: The committee is an inter-disciplinary committee that includes providers, administrative staff, and other stakeholders as deemed appropriate by the Department. The Department shall establish a QAC to meet these requirements.

9.8.2 QAC of the Contractor: Each Contractor shall incorporate a similar administrative infrastructure into their program, to include a QAC, Board of Directors, Medical Director and QA/QI Management Staff.

9.8.3 QAC Responsibilities: The QAC, within the Department, shall have the responsibility to:

(a) Identify priorities in collaboration with the Contractors specific to the health, well-being and services provided to the NHC clients;

(b) Determine indicators by which the quality of care and service can be monitored;

(c) Review data and information designed to monitor and evaluate the quality and appropriateness of the care and services provided on, at a minimum, a quarterly basis;

(d) Recommend actions to improve the overall quality of care and services;

(e) Annually review the effectiveness of the QAP, and make recommendations for changes, if appropriate; and

(f) Submit quarterly reports, at a minimum, to the Department and the Contractor that summarize the QA/QI activities of the NHC, including any recommendations.

9.9 Quality Assurance Areas of Focus: The Department shall provide oversight and monitoring, focusing on the following activities, to evaluate the effectiveness of the NHC.

9.9.1 Utilization Management

9.9.2 Credentialling

9.9.3 Network Development

9.9.4 Provider Performance

9.9.5 Member Advocacy and Education

9.9.6 Preventative Health

9.9.7 Medical Records

9.10 Provider Participation: The Contractor shall inform participating providers about the NHC's QA/QI Program through, but not limited to, the following activities:

(a) Initial contracting process with the Contractors;

(b) Provider handbooks, newsletters and other information-sharing activities produced by the Contractors;

(c) Provider meetings conducted by the Department and the Contractor;

(d) Provider focus groups conducted by the Department; and

(e) Provider newsletters and notifications Issued by the Department.

9.10.1 Provider Involvement: Providers are encouraged to participate in the NHC by becoming PCPs or network providers in the NHC and/or becoming members of the various focus groups, subcommittees or QAC.

9.10.2 Access to Medical Records: Participating providers shall allow the Contractor and Department or their representative access to medical records and facilities for purposes of performing QA/QI activities.

9.11 Data and Information Sources: The Department shall utilize the following sources to identify opportunities for improvement:

(a) Medical records;

(b) Member complaints/grievances;

(c) Satisfaction surveys;

(d) Utilization management data;

(e) Claims processing activities;

(f) External audit reports;

(g) Client service reports;

(h) Encounter data (HMO only); and

(i) Enrollment.

9.11.1 Documentation of Usage of Medicaid Funds: The Contractor shall maintain records of service authorizations and referral in order to assist the

Department in verifying whether services reimbursed by Medicaid were actually furnished to clients by providers of the Contractor and subcontractors.

9.12 Review Process: Any potential quality of care concern reported to the Department, shall be forwarded to the Department's QA/QI Manager with a copy provided to the Contractor's QA/QI Department. Additional information will be gathered by the Department and/or the Contractor, as appropriate. The concern shall be shared with the Department's and/or the Contractor's QAC. If necessary, a physician of like specialty shall be asked to review the case and submit any comments or recommendations in writing. The QACs of the Department and Contractor shall review the concern and make any final recommendations.

9.13 Levels of Concern: Quality of care or service concerns identified through the Department's and/or Contractor's QA/QI process will be categorized for assessment, intervention and resolution as follows:

(a) Serious: The problem resulted in, or contributed to, the death of a patient or seriously jeopardized the health of a patient (though the eventual outcome may have been satisfactory). Immediate intervention by the Medical Director of the Contractor and the Department is required at the provider and the entity level.

(b) Substantial: The problem involved a significant deviation from the Community/National standards of care with respect to diagnosis, treatment, or expected outcome; direct intervention by the Medical Director of the Contractor and the Department at the provider and entity level is required.

(c) Minor: The problem had a minimal or inconsequential effect on the health status of the member; intervention not required, continue to monitor to identify trends; direct intervention at the provider level not required.

(d) Service: The problem involves the healthcare delivery system and did not directly impact the medical intervention not required for health of the client but did impact the client's satisfaction. Ongoing monitoring to identify trends required.

9.14 Corrective Action: When the QAC of the Department determines the inappropriate care or substandard services have been provided, or services which should have been furnished have not been provided, the Department's QAC shall be responsible for communicating concerns identified and outlining the corrective action necessary.

9.14.1 Role of the Medical Director: The Medical Director of the Department shall be responsible for working with the Contractor/provider to develop and implement a corrective action plan, if appropriate.

9.14.2 Final Actions by the QAC: The Department's QAC is responsible for communicating a summary of the case, findings and corrective action recommended to the Department's contract manager for any additional action. The QAC can recommend/initiate the following actions:

(a) Letter of information;

(b) Letter of censure, requested Contractor/provider response;

(c) Site visit, with correction action plan required;

(d) 100% review of all cases;

(e) Second opinion for all surgical cases;

(f) Contractor/provider be closed to new members;

(g) Suspension; and

(h) Termination.

9.15 Quality Improvement Subcommittees: As a means of measuring quality, and in conjunction with Preventative Health, the Department shall develop and maintain subcommittees, and assist the Department to the Contractor's participation in these subcommittees shall pursue continuous quality improvement in the following areas:

(a) Pediatric asthma;

(b) Diabetes;

(c) Prenatal care;

(d) Health Check/EPSDT/Immunizations;

(e) Persons with disabilities.

The Department and the Contractor may pursue additional subcommittees if mutually agreed in writing. Those subcommittees may include:

(f) Breast and cervical screenings;

(g) STDs, including Chlamydia;

(h) HIV/AIDS;

(i) Elevated lead blood levels;

(j) Tuberculosis;

(k) Others as may be identified by HCFA or the parties.

9.15.1 Subcommittees: The Department utilizes participation from the Department, the Contractor, providers, clients, and other entities with expertise in the above areas to form subcommittees of the Department's QAC to develop standards for evaluating quality improvement and quality of care in the NHC. The Contractor's participation in subcommittees shall be limited to no more than 20 hours per month.

9.15.2 Quality Improvement Process: As a means of measuring quality, the Department shall generate the following HEDIS-like measures for the Contractor. Upon receipt of the HEDIS-like measure reports and any supplemental agreed upon

reports, the Contractor will be required to conduct QA/QI activities within these areas.

Access and Availability
- Children's Access to Care
- Adult's Access to Care

Utilization
- C-section Rates
- Well child visits (all age groups)
- Selected procedures

Quality
- Childhood and Adolescent Immunizations
- Breast Cancer Screening
- Cervical Cancer Screening
- Eye Exams for Diabetics
- Care for People with Asthma

The Contractor's HEDIS-like results will be compared to the rest of the NHC's fee for service population when setting quality improvement goals.

9.16 Contractor Review: The Department is responsible for monitoring the QA/QI activities of the Contractor, and monitor that corrective actions have been taken by the Contractor. The Department shall monitor the Contractor's QA/QI program through the following mechanisms:

(a) External Quality Review: The Department is required to monitor the quality of care provided by the Contractor/provider through an annual, independent, external review. The Department Contracts with the Iowa Foundation of Medical Care, which is the Peer Review Organization (PRO);

(b) Periodic Medical Audits: The Department is responsible for and conducting periodic medical audits to ensure that each Contractor furnishes quality and accessible health care to enrolled clients. These audits are conducted at least annually and must identify and collect management data; and

(c) On-site monitoring or participation as necessary.

9.17 Review Activities: Through the use of external and internal review activities, the Department shall monitor the following areas:

(a) Medical Record Review, to include but not limited to:

(1) Organization of Medical Record;

(2) Patient Information;

(3) Content of Medical Records;

(4) Continuity of Care; and

(5) Health Promotion.

(b) Quality Management and Improvement, to include but not limited to:

(1) Program Structure;

(2) Program Operation;

(3) Health Services Contracting;

(4) Continuous Quality Improvement;

(5) Member Satisfaction;

(6) Health Management Systems;

(7) Clinical Practice Guidelines;

(8) Quality Management/Quality Improvement Studies/Assessments;

(9) Effectiveness of the Quality Improvement Program; and

(10) Delegation of Quality Improvement Activity.

(c) Utilization Management, to include but not limited to:

(1) Policies and Procedures;

(2) Utilization Management Procedures; and

(3) Utilization Management Documentation.

(d) Credentialling and Recredentialling, to include but not limited to:

(1) Policies and Procedures;

(2) Credentialling Documents; and

(3) Recredentialling Documents.

(e) Member Rights and Responsibilities, to include but not limited to:

(1) Policies and Procedures;

(2) Member Responsibilities;

(3) Contractor Responsibilities; and

(4) Confidentiality.

(f) Disease Prevention and Health Promotion Services, to include but not limited to:

(1) Disease Prevention and Health Promotion Services;

(2) Participation with Public Health Agency initiatives, disease reporting requirements, and preventative health programs.

9.18 Accreditation: The Contractor shall inform the Department of all external accreditation activities and shall provide the Department with access to final reports of external accreditation as applicable to the execution of this Contract.

9.18.1 Contract Deliverables: The Department shall utilize contract deliverables to document the Contractor's compliance and compare to national standards.

9.19 Reporting: Through the use of claims data, the Department shall focus on the following reporting areas:

(a) Expenditures/Usage;

(b) Eligibility;

(c) Utilization;

(e) Provider Access;

(f) Provider Expenditures; and

(g) Quality.

9.19.1 Performance Measures: In addition to developing and implementing the NHC program according to policy and procedures, the Contractor shall follow QA/QI methodologies, adhere to all specified reporting requirements, assist the Department in validating that services provided were authorized, and comply with all elements pursuant to this contract.

10.0 GOALS/MEASURE - QUALITY ASSURANCE and QUALITY IMPROVEMENT

10.1 Goal: To develop and maintain a comprehensive QA/QI program.

10.1.1 Initial Measure: A workplan that identifies the Contractor's strengths and areas for improvement in the above stated goal, a proposed corrective action plan, and the method that will be utilized by the Contractor to evaluate the effectiveness of the activities.

The workplan shall include a detailed description of how these, and similar, policies and procedures will be implemented. Describe any written protocols, training and education that will be provided to staff, providers and clients.

The workplan shall address the following areas:

(a) The internal, continuous QA/QI program that provides the Contractor a mechanism to monitor, evaluate and take action to improve the quality of care, based on standards defined in the Department's Quality Assurance Plan (QAP);

(b) The purpose and how the Contractor's QA/QI Program shall promote the delivery of health care and services in accordance with established benchmarks and performance goals, and how performance is measured against the benchmarks in order to improve performance;

(c) The goals of the Contractor's QA/QI Program;

(d) The objectives of the Contractor's QA/QI Program;

(e) The scope of the Contractor's QA/QI Program.

(f) The responsibilities of the Contractor's QAC;

(g) The areas of evaluation through subcommittee activities, and reporting;

(h) Avenues for keeping providers informed of the Contractor's QA/QI Program;

(I) Data and informational sources that shall be utilized to identify opportunities for improvement;

(j) The process for reviewing a quality of care issue;

(k) The levels of concern and the resulting action taken, when appropriate by the Contractor's QAC;

(l) The Contractor's corrective action procedures;

(m) The Contractor's focused study areas as set forth previously in 9.15.2. and 9.16;

(n) The method for Contractor review and subsequent corrective action plans; and

(o) Planned external accreditation activities.

The Contractor shall address its own QA/QI Program in relation to the components of the Department's NHC QA/QI Program.

The initial workplan shall be submitted and approved by the Department prior to July, 1999.

The Contractor's internal operations manual addressing the requirements shall be included with the initial workplan.

Proposed printed materials shall be included as part of the workplan, along with a timetable for development and printing that incorporates the requirement for review by the Department, and an anticipated distribution plan.

10.1.2 Ongoing Measure: A progress report that identifies the outcome of the proposed workplan identified above. The progress report shall be submitted and approved by the Department on a quarterly basis and shall address activities completed during the reporting period.

The Contractor shall be required to address specific issues, problems and how the Contractor resolved such issues.

10.1.3 Minimum Requirement: The Contractor shall be considered in compliance with this requirement as long as the procedures are effectively being utilized by the Contractor on an ongoing basis. The Contractor shall demonstrate compliance with all Department regulations related to NHC QA/QI Program. The Department will not unreasonably withhold approval, and shall work with the Contractor to meet this requirement.

The Department shall evaluate the Contractor's willingness to cooperate with the Department, other contracted Contractors and the EBS in the overall development and implementation of the QA/QI Program for the NHC. The Department shall evaluate the Contractor's understanding, philosophy and commitment to the QA/QI concepts, and its willingness to collaborate with the Department in the QA/QI goals, and the reporting necessary to evaluate the overall program.

10.2 Goal: To utilize claims data and medical record data collected by the Department as a means of evaluating the quality of care provided by the Contractor.

10.2.1 Initial Measure: A workplan that identifies the Contractor's activities and areas for improvement in the above stated goal, a proposed corrective action plan, and the method that will be utilized by the Contractor to evaluate the effectiveness of the activities.

The workplan shall include a detailed description of how these, and similar activities will be implemented. Describe any written protocols, training and education that will be provided to staff, providers and clients.

The Contractor shall address its own QA/QI Program in relation to the components of the Department's NHC QA/QI Program.

The initial workplan shall be submitted and approved by the Department prior to July, 1999.

The Contractor's internal operations manual addressing the policies and procedures required to conduct QA/QI activities shall be included with the initial workplan.

Proposed printed materials shall be included as part of the workplan, along with a timetable for development and printing that incorporates the requirement for review by the Department, and an anticipated distribution plan.

10.2.2 Ongoing Measure: A progress report that identifies the outcome of the proposed workplan identified above. The progress report shall be submitted and approved by the Department on a quarterly basis and shall address activities completed during the reporting period.

The Contractor shall be required to address specific issues, problems and how the Contractor resolved such issues.

10.2.3 Minimum Requirement: The Contractor shall be considered in compliance with this requirement as long as the procedures are effectively being utilized by the Contractor on an ongoing basis. The Contractor will review and respond to reports produced by the Department regarding the quality of services provided. The Contractor shall demonstrate compliance with all Department regulations related to the NHC QA/QI Program. The Department will not unreasonably withhold approval, and shall work with the Contractor to meet this requirement.

The Department shall evaluate the Contractor's willingness to cooperate with the Department, other contracted Contractors and the EBS in the overall development and implementation of the QA/QI Program for the NHC. The Department shall evaluate the Contractor's understanding, philosophy and commitment to the QA/QI concepts, and its willingness to collaborate with the Department in the QA/QI goals, and the reporting necessary to evaluate the overall program.

ARTICLE XI

11.0 CONTRACTOR RESPONSIBILITIES - RIGHTS AND RESPONSIBILITIES

11.1 Introduction: The Contractor shall ensure that the client is fully informed, through use of a handbook, and verbally when appropriate of his/her rights and responsibilities as well as avenues for pursuing complaints and grievances. Similarly, providers participating in the managed care networks are entitled to the same processes as any Medicaid-enrolled provider according to 471 NAC. "System Advocacy, Cultural Diversity and Sensitivity", defines a process as well as a philosophy designed to ensure that anyone utilizing the programs and services within the Health and Human Services System is able to do so in an efficient and effective manner. It is the intent of the HHS System to incorporate these principles into the managed care program.

11.2 Rights and Responsibilities for Clients Enrolled in the Basic Benefits Package: The following rights and responsibilities apply to clients participating in the NHC.

11.2.1 Client Rights: The client has the right to:

(a) Be treated with respect and without discrimination;

(b) Be given information about his/her illness or medical condition; understand the treatment options, risks and benefits; and make an informed decision about whether s/he shall receive a treatment;

(c) Talk with the PCP and know his/her medical information will be kept confidential;

(d) Choose his/her PCP and Contractor;

(e) Receive medical care in a timely manner;

(f) Make a complaint about the PCP or Contractor, and receive a timely response;

(g) Receive information about services included in the Basic Benefits Package;

(h) Request a fair hearing according to 465 NAC;

(i) Receive proper medical care 24 hours a day, seven days a week;

(j) Change his/her PCP or Contractor;

(k) Formulate advance directives, if desired;

(l) Have materials explained or interpreted;

(m) Have interpreters, if necessary, during medical appointments and in all discussions with the PCP/Contractor; and

(n) Have access to the PCP/Contractor.

11.2.2 Client Responsibilities: The client has the responsibility to:

(a) Understand, to the best of his/her ability, how the NHC impacts his/her health care and how to use health care services, and locate available resources to obtain answers to questions;

(b) Choose a PCP/Contractor;

(c) Keep his/her scheduled appointments;

(d) Inform providers in advance if appointments must be canceled;

(e) Fully inform the PCP of his/her medical providers;

(f) Ask questions about things s/he does not understand;

(g) Decide whether to receive a medical treatment or procedure;

(h) Follow his/her PCP's recommendations;

(i) Facilitate transfer of his/her medical records;

(j) Obtain all covered services through the PCP, either directly or by referral from the PCP/Contractor;

(k) Take the NHC Identification (ID) Document to all medical appointments;

(l) Whenever possible, work with the PCP/Contractor for the provision of emergency services in the most appropriate setting;

(m) Accept financial responsibility for any services according to 482 NAC;

(n) Inform HHS staff and the EBS if his/her address has changed, she is pregnant, s/he otherwise has a change that could affect his/her Medicaid eligibility or NHC coverage; and

(o) Cooperate with all NHC inquiries and surveys.

11.2.3 Discrimination: The Contractor shall ensure that no person is subjected to discrimination in any HHS program or activity based on his/her race, color, sex, age, national origin, religious creed, political beliefs or handicap.

11.2.4 Adequate Notice: The Department shall send adequate notice sent notifying the client of any action(s) affecting his/her NHC enrollment. The notice shall include a statement describing the action(s) is, the reason(s) for the intended action and the specific manual reference supporting the action(s) or the federal or state law that requires the action(s). The Contractor shall notify the client of any action(s) regarding the provision of a service.

11.3 Provider Rights and Responsibilities: The Contractor shall ensure that the providers participating in the NHC have the same rights and responsibilities as any Medicaid-enrolled provider pursuant to this contract:

11.4 Grievance/Appeal Process: The Contractor shall inform the client, through the use of a handbook and verbally, when appropriate, of the grievance/appeal process for challenging the denial or payment of medical services.

11.4.1 Avenues for Resolving a Client Grievance/Appeal: The client, his/her legal representative, or the EBS and/or provider on behalf of the client, has the following avenues for resolving a complaint or grievance:

(a) Contact the EBS verbally or in writing. The EBS shall respond to the client or provider within five working days and shall assist the client in:

(1) Identifying the issue;

(2) Determining whether the issue can be resolved informally or whether a formal grievance is warranted;

(3) Formulating the best course of action;

(4) Following through with the agreed upon plan of action; and

(5) Processing a more formal grievance;

(b) Contact the Contractor, according to the Contractors' internal grievance procedure, pursuant to 1931(b)(4) of the Social Security Act;

(c) Contact the State Ombudsman, who shall ensure the client has received appropriate assistance and all procedures and policies have been followed; and

(d) File a formal appeal request following procedures outlined in Title 465 NAC. For purposes of NHC, the ninety days to file a formal appeal begins from the date of agency action. Filing an appeal request does not preclude resolution of a complaint or grievance through other avenues.

11.4.2 Sequence: Attempts should be made to resolve the complaint or grievance at the most informal level possible. However, the client is not required to take advantage of each avenue in the sequence stated above.

11.4.3 Access to Fair Hearing: Clients may access the fair hearing process at any time. The Contractor, EBS and Department shall maintain responsibility for notifying the client about the fair hearing rights in a manner that ensures adequate notice.

11.4.4 Continuation of Services: The Department and Contractor shall continue services during an appeal, or reinstate services if the Department or plan take action without the advance notice, consistent with the following fair hearing procedures:

(a) The Department and Contractor shall continue services during an appeal if the Department mails the notice as required and the client request a hearing before the date of action; and

(b) The Department and Contractor shall reinstate services if the Department takes action without the advance action required; the client's whereabouts are unknown but during the time the client is eligible for services the client's whereabouts become known, or the client requests a hearing within ten days of the mailing of the notice of action; and the Department determines that the action results from other than the application of State or Federal law or policy.

11.4.5 Documentation: All contacts with the EBS and Contractor regarding complaints or grievances shall be documented and submitted to the Department *on a quarterly basis*.

11.4.6 Fair Hearings: The client has a right to appeal under 465 NAC. Hearings are scheduled and conducted according to the procedures outlined in 465 NAC pursuant to Addendum E (Pertinent Regulations).

11.4.7 Avenues for Resolving Provider Grievances/Complaints: A provider has the right to appeal under 471 NAC and pursuant to this contract. Hearings are scheduled and conducted according to the procedures outlined in 465 NAC.

11.5 System Advocacy: The Contractor shall support the principles of "System Advocacy". System advocacy provides a unified, accessible, accountable, caring and competent health and human services system for each client that maximizes local determination to achieve measurable outcomes.

11.5.1 Responsibilities: The Contractor shall comply with the following System Advocacy responsibilities:

(a) Assessing the client's questions, concerns and complaints and directing them to the appropriate system areas or agency for a response;

(b) Helping the program understand the issues of the client, if necessary;

(c) Assisting the client in finding an answer at the closest possible level; and

(d) Ensuring the client gets an appropriate response.

11.5.2 Philosophy: The Contractor shall comply with the following administrative philosophy:

(a) All people have a right to be treated with dignity;

(b) Responsiveness and follow-through is to be given a high priority;

(c) Procedures shall not duplicate the work of existing agencies or appeal processes;

(d) All information is to be treated confidentially;

(e) Resources will be appropriately allocated;

(f) Change and innovation are encouraged to address changes in the environment; and

(g) Maintain ongoing and responsive internal and external communication.

11.6 Cultural Sensitivity and Diversity: HHS is a culturally diverse environment that exercises zero tolerance of any acts of discrimination, racism, or prejudice. Understanding, valuing and promoting cultural sensitivity and diversity shall be a part of the ongoing philosophy of the Department of Health and Human Services and any of its programs. The Contractor shall promote this philosophy with the client, providers and within in the workplace.

12.0 GOALS/MEASURES - RIGHTS AND RESPONSIBILITIES

12.1 Goal: To develop and maintain a program that promotes the rights and responsibilities for the client and provider, and that educates the client and provider about avenues to file a grievance, complaint or appeal regarding pursuant to 17.0 of this contract.

12.1.1 Initial Measure: A workplan that identifies the Contractor's strengths and areas for improvement in the above stated goal, a proposed corrective action plan, and the method that will be utilized by the Contractor to evaluate the effectiveness of the activities.

The workplan shall include a detailed description of how these, and similar, policies and procedures will be implemented. Describe any written protocols, training and education that will be provided to staff, providers and clients.

The initial workplan shall be submitted and approved by the Department prior to July, 1999.

The Contractor's internal operations manual addressing the requirements shall be included with the initial workplan.

Proposed printed materials shall be included as part of the workplan, along with a timetable for development and printing that incorporates the requirement for review by the Department, and an anticipated distribution plan.

12.1.2 Ongoing Measure: A progress report that identifies the outcome of the proposed workplan identified above. The progress report shall be submitted and approved by the Department on a quarterly basis and shall address activities completed during the reporting period.

The Contractor shall be required to address specific issues, problems and how the Contractor resolved such issues.

12.1.3 Minimum Requirement: The Contractor shall be considered in compliance with this requirement as long as the procedures are effectively being utilized by the Contractor on an ongoing basis. All concerns, complaints and grievances will be reviewed and reported to the Department. The Contractor shall demonstrate compliance with all related NHC policy and procedure. The Department will not unreasonably withhold approval, and shall work with the Contractor to meet this requirement.

ARTICLE XIII

13.0 CONTRACTOR RESPONSIBILITIES - SYSTEM REQUIREMENTS

13.1 Introduction: System requirements have been addressed throughout this contract. The Contractor shall have sufficient resources and technology to support the necessary exchanges of information. All system requirements and informational exchanges between the Department and the Contractor shall be operational by July, 1999.

13.2 System Requirements: The Contractor shall comply with the following systems required requirements:

Requirement	Frequency	State/Contractor Initiated	Receipt Required By State/Contractor
Enrollment-Related			
• Initial Enrollment Letters 0 Days = Attempt 1 8 Days = Attempt 2 16 Days = Attempt 3 24 Days = Attempt 4 32 Days = Attempt 5 40 Days = Attempt 6 >45 Days = Auto Assignment	Daily	State	N/A
• 60-Day Reenrollment Notice	Daily	State	N/A
•Outreach Attempt/Overflow Reports (Documentation)	Daily	State	N/A
•Health Assessment	Monthly	State	Contractor
•Client Notices	Monthly	State	N/A
•NMES Update	Daily	State	N/A
•Identification Document	Monthly	State	N/A
•Enrollment File Layout	Monthly	State	Yes
•Interim PCP Transfers	Daily	Contractor	State
•Medicaid Provider File	Weekly	State	Contractor
•Provider Network Enrollment	Request	Contractor	State

Requirement	Frequency	State/Contractor Initiated	Receipt Required By State/Contractor
Claims-Related			
•Encounter Data (HMO only)	Daily	Contractor	State
•CAP/PCP Fee Payment	Monthly	State	Contractor

Requirement	Frequency	State/Contractor Initiated	Receipt Required By State/Contractor
Data Management/Reporting			
•Medicaid Recipient File to The Medstat Group	Monthly	State	N/A
•Medicaid Provider File to The Medstat Group	Monthly	State	N/A
•Medicaid Claims File to The Medstat Group	Monthly	State	N/A

The Department Contracts for services from Central Data Processing, which is responsible for all systems support for the State. The State can electronically send or receive data files from the State's mainframe to other mainframes, UNIX, AS400 or PCs. The State utilizes a product called Connect Direct. In order for the Contractor to send or receive information electronically from/to the State, the Contractor must have either of the following:

1. A License of Connect Direct; or

2. A Leased Line to the State's VTAM or be an IBM Advantis Client (allowing access to the State.

13.3 Claims Editing: The Department Claims Processing is programmed to deny any claims submitted by a provider for a client who is enrolled with a Contractor in the NHC without the appropriate referral or prior-authorization requirements.

ARTICLE XIV

14.0 GOALS/MEASURES - SYSTEM REQUIREMENTS

14.1 Goal: To adequately support the system requirements to support the NHC to allow a efficient and effective exchange of information between the Contractor and the Department.

14.1.1 Initial Measure: A workplan that identifies the Contractor's strengths and areas for improvement in the above stated goal, a proposed corrective action plan, and the method that will be utilized by the Contractor to evaluate the effectiveness of the activities.

The workplan shall include a detailed description of how these, and similar, policies and procedures will be implemented. Describe any written protocols, training and education that will be provided to staff, providers and clients.

The initial workplan shall be submitted and approved by the Department prior to July, 1999.

The Contractor's internal operations manual addressing the requirements shall be included with the initial workplan.

The workplan should provide Contractor's statement with respect to Year 2000 readiness.

Proposed printed materials shall be included as part of the workplan, along with a timetable for development and printing that incorporates the requirement for review by the Department, and an anticipated distribution plan.

14.1.2 Ongoing Measure: A progress report that identifies the outcome of the proposed workplan identified above. The progress report shall be submitted and approved by the Department on a quarterly basis and shall address activities completed during the reporting period.

The Contractor shall be required to address specific issues, problems and how the Contractor resolved such issues.

14.1.3 Minimum Requirement: The Contractor shall be considered in compliance with this requirement as long as the procedures are effectively being utilized by the Contractor on an ongoing basis. The Contractor shall demonstrate compliance with all related NHC policy and procedure. The Department will not unreasonably withhold approval, and shall work with the Contractor to meet this requirement.

15.0 CONTRACTOR RESPONSIBILITIES - IMPLEMENTATION ACTIVITIES AND TIMELINES

15.1 Introduction: The Contractor shall collaborate with the Department, and provide sufficient resources, for the development and implementation of the NHC. In order for the NHC to be operational effective July, 1999, the Department and the Contractor shall be prepared to work cooperatively during the three month period of April-June, 1999. All requirements are described pursuant to this contract. The Contractor shall comply with the proposed timeline for meeting this expectation. The exact timelines may vary as the Department and Contractor work together to define the exact timelines for completion of each activity, based on the Contractor's level of "readiness".

Month - 1999	Activity	Participant(s)
January/February	1. Form Workgroups- Policy/Procedures Education/Marketing Provider Network Development Systems-Related Training 2. Draft Policy/Procedures 3. Draft Educational/Marketing Materials 4. Draft Training Schedule 5. Draft 1915(b) Federal Waiver	Department
March	1. Finalize Above Materials 2. Focus Groups 3. Public Hearing	Department
April-June	1. Share Above Materials with Contractor 2. Assess Contractor's Readiness 3. Submit Waiver 4. Conduct Training 5. Systems Implementation & Testing	Department/Contractor /EBS

16.0 GOALS/MEASURES - IMPLEMENTATION ACTIVITIES AND TIMELINES

16.1 Goal: To collaborate in the development and implementation to ensure programmatic readiness effective July, 1999.

16.1.1 Initial Measure: A workplan that identifies the Contractor's strengths and areas for improvement in the above stated goal, a proposed corrective action plan, and the method that will be utilized by the Contractor to evaluate the effectiveness of the activities.

The workplan shall include a detailed description of how these, and similar, policies and procedures will be implemented. Describe any written protocols, training and education that will be provided to staff, providers and clients.

The initial workplan shall be submitted and approved by the Department prior to July, 1999.

The Contractor's internal operations manual addressing the requirements shall be included with the initial workplan.

Proposed printed materials shall be included as part of the workplan, along with a timetable for development and printing that incorporates the requirement for review by the Department, and an anticipated distribution plan.

16.1.2 Ongoing Measure: A progress report that identifies the outcome of the proposed workplan identified above. The progress report shall be submitted and approved by the Department on a quarterly basis and shall address activities completed during the reporting period.

The Contractor shall be required to address specific issues, problems and how the Contractor resolved such issues.

16.1.3 Minimum Requirement: The Contractor shall be considered in compliance with this requirement as long as the procedures are effectively being utilized by the Contractor on an ongoing basis. The Contractor shall demonstrate compliance with all related NHC policy and procedure. The Department will not unreasonably withhold approval, and shall work with the Contractor to meet this requirement.

ARTICLE XVII

17.0 CONTRACTOR RESPONSIBILITIES - CONTRACT SUMMARY

17.1 Introduction: The following Contract Summary represents programmatic and reporting activities required by the Department for the ongoing implementation of the NHC:

1. Client Participation and Enrollment Processes;
2. Interface with the Enrollment Broker Services;
3. Contractor/PCP Responsibilities in the Provision of the Basic Benefits Package;
4. Quality Assurance/Quality Improvement;
5. Client Rights and Responsibilities;
6. Systems Requirements; and
7. Implementation Activities and Timelines.

The Contract Summary also includes a discussion of the Administrative Partnerships required to effectively implement the NHC.

The Contractor will be required to report on all NHC activities in a Management Report submitted by the Contractor to the Department on a quarterly basis.

The Contractor will be required to provide consistent reporting of all activities pursuant to this contract and to meet all performance goals.

The Contract Summary is included to clearly delineate-

1. The NHC components pursuant to this contract;
2. The Contractor's responsibilities to contractually meet the NHC programmatic and performance requirements; and
3. The Contractor's responsibilities to provide standardized quarterly and reasonable ad hoc reports, and other documentation, to allow the State, and other contracted entities, to monitor and assess the effectiveness of the Contractor in providing access to quality and cost-effective care to the Medicaid managed care population.

17.2 Contract Processes and Responsibilities: Under the management, monitoring and direction of the Department, the following policies and procedures apply to the NHC and shall be completed in cooperation with the Contractor, the Enrollment Broker Services (EBS) and the Data Management contracted entities. The purpose of the summary is to identify key functional areas and the primary entity responsible for completing the function. Detailed requirements are found in the preceding sections of this contract.

Client Participation and Enrollment Processes		Who's Responsible
1.	Determination of Client's Managed Care Status	Department
2.	Design and Maintenance of the Managed Care File	Department
3.	Interface Between the Department's Eligibility System and the Managed Care File	Department
4.	Providing NHC information to the client at the Initial Eligibility Interview for Medicaid	EBS/HHS Local Office
5.	Obtaining Authorization for Release of Information	HHS Local Office
6.	Managed Care Enrollment and Documenting Enrollment Activities	EBS
7.	Completing Automated Reenrollment into Managed Care	Department
8.	Notifying client of enrollment into NHC	Department
9.	Completing Automatic Assignment of PCP/Contractor	Department
10.	Completing Client Requested Transfers	EBS
11.	Completing PCP/Contractor Requested Transfers & Interim PCP Assignments	PCP/Contractor/EBS/ Department
12.	Completing Disenrollment/Waiver of Enrollment Requests	EBS/Department
13.	Coordinating Care From Acute to Custodial Levels of Nursing Facility Care	PCP/Contractor/Department

Enrollment Broker Services		Who's Responsible
1.	Development/Distribution of Informational and Marketing Materials- Enrollment Related (General In Nature)	EBS
2.	Development of Contractor-Specific Enrollment Materials	EBS
3.	Distribution of Contractor-Specific Materials to Enrolled Clients	EBS
4.	Completion of Enrollment Activities	EBS
5.	Completion of Education/Outreach	EBS
6.	Completion of Health Assessment and Distribution to Contractor	EBS
7.	Providing Public Health Nursing Staff for PCP/Contractor Referrals	EBS
	and Coordination of Care Issues	EBS
8.	Completing HEALTH CHECK (EPSDT) Outreach	EBS
9.	Staffing and Documenting Helpline Activities	EBS
10.	Conducting Client Satisfaction Surveys	EBS/Department
11.	Performing Client Advocacy	Contractor/EBS/Department
12.	Completing Lock-In Procedures	EBS/Department

Basic Benefits Package		Who's Responsible
1.	Providing the client a "medical home"	PCP
2.	Participating in the NHC as a Primary Care Physician	PCP
3.	Enrolling as a Medicaid Provider in one of the five Specialty Areas Designated to be a PCP, maintaining all appropriate licensure, following all Medicaid requirements	PCP
4.	Providing the Basic Benefits Package to the client; providing all necessary referrals, coordination of care and 24 hour availability; maintain medical records, utilizing the EBS; maintaining communication with other providers;	PCP
5.	Accepting the choice of a client or the assignment by the Department to be the client's PCP	PCP
6.	Requesting the client's disenrollment, or transfer according to NHC regulations	PCP
7.	Following the NHC guidelines on the number of clients/PCP	Contractor
8.	Performing as an Interim PCP, or Specialist PCP	PCP
9.	Ensuring the same level of services are provided to the managed care client as that provided to a non-managed care client, per 471 NAC; complying with all referral and prior authorization requirements, coordinating services that are not included in the Basic Benefits Package or that require additional Departmental approval; and accepting the Department's interpretation of 471 NAC.	Contractor
10.	Ensuring adequate PCP access/availability and that information on the Provider File is accurate	Contractor
11.	Utilizing Medicaid-enrolled Providers	Contractor
12.	Accepting the client's choice of PCP/Contractor	PCP/Contractor
13.	Providing case management	Contractor
14.	Providing appropriate informational materials and refraining from any direct marketing	Contractor
15.	Complying with all QA/QI Requirements	Contractor
16.	Providing necessary reports and data as defined in contract	Contractor/Department
17.	Providing interpreter services, and complying with all ADA requirements	Contractor/PCP
18.	Applying all the Contractor requirements to any subcontractors	Contractor
19.	Complying with all contract requirements, and any other policies or procedures as required by the Department in the overall operation of the NHC	Contractor
20.	If an HMO, providing member services, maintaining appropriate certification and following all state and federal requirements	Contractor
21.	Complying with all HEALTH CHECK (EPSDT) requirements	Contractor
22.	If an HMO, complying with all TPR requirements	Contractor
23.	Complying with all regulations pertaining to family planning services, emergency services, MH/SA coordination issues, FQHCs, Tribal Clinics, and Certified Nurse Midwife Services	Contractor
24.	Accepting payment as defined by the Department	Contractor

25.	Development of Contractor-Specific Enrollment Materials	Contractor
26.	Distribution of Contractor-Specific Materials to Enrolled Clients	Contractor

Quality Assurance/Quality Improvement (QA/QI)		Who's Responsible
1.	Participating in the Department's QA/QI program and maintaining an internal QA/QI program	Contractor
2.	Ensuring that the purpose, goals, objectives and scope of the NHC program QA/QI program are met	Contractor
3.	Participating in the Department's Quality Assurance Committee and maintaining an internal QAC, as appropriate	Contractor
4.	Participating in the Department's QA Subcommittees and maintaining internal subcommittee activities as appropriate	Contractor
5.	Ensuring adequate and informed provider participation	Contractor
6.	Providing information	Contractor
7.	Participating in the Department's Review Processes	Contractor
9.	Maintaining appropriate accreditation	Contractor
10.	Submitting encounter data	
11.	Complying with all reporting requirements	Contractor
12.	Complying with all performance measures	Contractor

Rights and Responsibilities		Who's Responsible
1.	Informing the client and provider about his/her rights and responsibilities	Contractor
2.	Providing a grievance/appeals process for clients and providers	Contractor
3.	Ensuring system advocacy	Contractor
4.	Ensuring cultural sensitivity and diversity	Contractor

System Requirements		Who's Responsible
1.	Developing and maintaining the Enrollment System and ensuring an accurate interface with the HHS Eligibility System	Department/EBS
2.	Issuing the Enrollment Notices	Department
3.	Entering Information into the Enrollment System	EBS
4.	Issuing Client Notices and other forms of Medicaid-Eligibility Verification	Department
5.	Developing and Maintaining the Enrollment File and Department/Contractor Provider File Systems	Contractor/Department
6.	Developing and Maintaining Payment Systems	Department
7.	Coordinating Data Management and Reporting with the Medstat Group	Department
8.	Maintaining appropriate technological capabilities	Contractor

Implementation Activities and Timelines		Who's Responsible
1.	Providing necessary resources for the development and implementation of the NHC	Contractor
2.	Ensuring an adequate provider network	Contractor
3.	Developing educational/marketing materials	Contractor
4.	Developing system-related technologies	Contractor
5.	Provide training to staff/providers	Contractor

17.3 Quarterly Management Report: The Contractor shall be required to comply with all programmatic and contractual requirements of the NHC. To ensure uniform and consistent reporting of the Contractor activities, the Department shall require each Contractor to submit a management report of all related activities each quarter. The quarterly report will allow the Contractor to report on all NHC requirements pursuant to this contract. The Department shall utilize the information in the quarterly report to monitor compliance and for reporting NHC performance.

The Contractor shall state the general requirement, summarize the Contractor's activities for each requirement, quantify outcomes and provide appropriate documentation. The Contractor may also utilize the report to raise issues/concerns, etc.

The management report will be due forty-five days after the end of each quarter:

July, August, September	Due November 15
October, November, December	Due February 15
January, February, March	Due May 15
April, May, June	Due August 15

The management report shall provide the Department a summation of the Contractor's activities, along with appropriate, i.e., reports, contract deliverables, etc., to substantiate the Contractor's performance.

The Department shall verify receipt of the report, and respond to each report by no later than thirty (30) calendar days after receipt of the report.

As appropriate, the Contractor may state "No Change". As long as the Contractor meets the reporting requirements pursuant to this contract, and any amendments or other NHC directives, the report will be considered complete. If the Department reviews the report and finds any deficiencies or areas that require additional information or clarification, the Department shall communicate this to the Contractor in writing. Any necessary corrective action shall be taken.

The Department shall develop an NHC report each quarter describing the program's progress for the previous quarter, based on the information submitted by the Contractor and other similar sources.

To the extent possible, the Department has attempted to accurately represent all current policies and procedures applicable to the NHC. The Contractor shall be required to cooperate with the Department and state and federal regulations, as well as participate in continuing efforts to improve the NHC program, required revisions and modifications to existing programmatic and systematic requirements.

17.4 Report Format: The report shall address, but is not limited to, the following:

1. Client Participation and Enrollment Processes

A. Cultural Diversity/Sensitivity Awareness
B. Transition into NHC
C. Client Movement/Continuity of Care
D. Client Eligibility/Mandatory NHC Participation/Enrollment Issues
E. NHC Paper Processes
F. Enrollment-Related Education & Outreach Materials/ Departmental Review/Marketing Criteria
G. Pregnancy-Related Services
H. Client/Client Advocacy
I. Managed Care Verification (Notices, NMES, etc.)
J. Enrollment File Layout/Processing
K. Hospitalization
L. Auto-Assignment
M. Transfers
N. Nursing Facility Admission/Discharge

2. Interface with Enrollment Broker Services

A. Contractor-Specific Marketing Materials/Departmental Review/Marketing Criteria
B. Health Assessment and Protocols
C. Public Health Nursing
D. HEALTH CHECK (EPSDT)
E. Helpline
F. Client Advocacy/Coordination with EBS
G. Lock-In Procedures

3. The Basic Benefits Package-Provider Specific:

A. Provider Network
B. Client Access/Provider Location & Demographics
C. Operationalizing the Client's "Medical Home"
D. Specialist as a PCP
E. Physician Qualifications
F. Enrollment Limitation
G. Provider Education
H. Interim PCP Procedures
I. PCP Fraud/Abuse Issues
J. Client Billing

The Basic Benefits Package-Plan Specific:

A. Contract Performance Goals
B. Plan Materials
C. Reporting
D. Interpreters/Client Accommodations
E. ADA Requirements
F. Member Services
G. Case Management
H. Coordination with EBS
I. Advance Directives
J. Discrimination
K. Provision/Interpretation of the Basic Benefits Package
L. HEALTH CHECK (EPSDT)
M. Third Party Resource
N. Coordination of "Excluded" Services

O. Coordination with MH/SA Services
P. FQHCs, Rural Health Clinics, etc.
R. Client/Provider Complaints/Grievances

4. Rights and Responsibilities

A. Client Rights and Responsibilities
B. Provider Rights and Responsibilities
C. Complaint/Grievances
D. System Advocacy
E. Cultural Diversity/Sensitivity

5. Quality Assurance/Quality Improvement

A. Quality Assurance Committee
B. Quality Assurance Subcommittees
C. Utilization Management
D. Credentialling
E. Member Advocacy and Education
F. Preventative Health
G. Medical Records
H. Provider Participation
I. Data and Information Sources as provided in this contract
J. Review Process/Levels of Concern/Corrective Action
K. Quality Improvement Process
L. Plan Review
M. Accreditation
N. Reporting
O. Performance Measures

6. System Requirements

A. Enrollment-Related
B. Provider File
C. Enrollment Report
D. Claims/Payment-Related
E. Referral Management/Prior Authorization

7. Implementation Activities and Timelines

A. Development/Implementation

17.5 Ad hoc Reporting: The Department may request the Contractor to provide information or participate in presentations to the following and other, such groups:

(a) Legislative Study Groups and Hearing Committees;

(b) HHS Policy Cabinet; and

(c) Public Health Grants and Special Contracts.

17.6 Problem Resolution and Communication: The Department may request the Contractor to participate in the following cooperative efforts, as deemed appropriate by the Department.

(a) Client and Provider Focus Groups**:** Focus Groups are utilized as a way to solicit input from, and share information with, clients and providers participating in the NHC. To the degree possible, the Department requires the Contractor to have a representative at all client and provider meetings.

(b) Vendor Meetings: The Vendor Meetings are held monthly and are utilized for the purposes of information-sharing, policy clarification and issues resolution. Representatives with program/management responsibility and authority from the Contractor, the EBS and the Department are required to attend each meeting.

(c) Work Groups: As policy and procedure issues are identified, representatives from the Contractor, the EBS and the Department meet on an ad hoc basis to resolve them. Workgroup activities are reported at the monthly vendor meetings. Departmental policy, procedures and Contractual language are revised as appropriate.

(d) Key Contacts-Issue Specific: The Contractor shall provide a list of key staff to provide immediate contact on specific issues. At a minimum, the following areas require the Contractor and the Department to identify key contacts:

(1) Case Management/Member Services
(2) Systems-Related: Provider File
Enrollment Report
Encounter Data
(3) General Policy/Procedures
(4) Other: Marketing
QA/QI
Provider Relations
Benefits Coverage/Authorization
Provider Enrollment
Payment/Billing/Claims Payment
Complaints/Grievances

(e) Oral/Written Communication: If points of discussion result in a change or clarification to the overall NHC program, the Department shall issue a policy memorandum, revise NAC regulations and complete amendments to the contract, as necessary.

Contract Period: This contract shall be effective July 1, 1999 through June 30, 2001, with the option for two consecutive two-year term renewals as mutually agreed upon by all parties. The notice of intent to renew or terminate shall be dated six months prior to contract expiration.

Contract Amendment: Any provision of the contract which is in conflict with federal Medicaid statutes, regulations, or other Health Care Financing Administration (HCFA) policy guidance shall be amended to conform to the provisions of these laws, regulations and federal policy. Such changes will be effective on the effective date of the statutes or regulations necessitating it, and will be binding on the parties even though such changes, and subsequent amendments to the contract, may not have been reduced to writing and formally agreed upon and executed by the parties.

DEPARTMENT OF HEALTH AND HUMAN SERVICES FINANCE AND SUPPORT

By

Jeff Elliott, Director

Dated this _____ day of _____, 1999

_____
Federal Taxpayer Identification

HMO Nebraska, Inc.

By

_____,
C.O.O. and Executive Vice President,
HMO Nebraska, Inc.

Dated this _____ day of _____, 1999

Approved By

_____
Cec Brady
Interim Medicaid Administrator

R9166A